

STATE OF SOUTH CAROLINA

(Caption of Case)

Application of Kentucky Data Link, Inc.
To Provide Resold and Facilities-Based Local
Exchange and Interexchange Telecommunications
Services Throughout South Carolina

190/70
190/71
BEFORE THE
PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA

COVER SHEET

DOCKET
NUMBER: 2008 - 16 - C

(Please type or print)

Submitted by: Anthony D. Gillette

SC Bar Number:

Telephone: 913-754-3341

Address: Kentucky Data Link, Inc.

Fax: 812-759-0999

8829 Bond Street

Other:

Overland Park, KS 66214

Email: anthony.gillette@kdline.com

NOTE: The cover sheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for use by the Public Service Commission of South Carolina for the purpose of docketing and must be filled out completely.

DOCKETING INFORMATION (Check all that apply)

☐ Emergency Relief demanded in petition

☐ Request for item to be placed on Commission's Agenda
expeditiously

☐ Other:

INDUSTRY (Check one)	NATURE OF ACTION (Check all that apply)			
<input type="checkbox"/> Electric	<input type="checkbox"/> Affidavit	<input type="checkbox"/> Letter	<input type="checkbox"/> Request	
<input type="checkbox"/> Electric/Gas	<input type="checkbox"/> Agreement	<input type="checkbox"/> Memorandum	<input type="checkbox"/> Request for Certification	
<input type="checkbox"/> Electric/Telecommunications	<input type="checkbox"/> Answer	<input checked="" type="checkbox"/> Motion	<input type="checkbox"/> Request for Investigation	
<input type="checkbox"/> Electric/Water	<input type="checkbox"/> Appellate Review	<input type="checkbox"/> Objection	<input type="checkbox"/> Resale Agreement	
<input type="checkbox"/> Electric/Water/Telecom.	<input checked="" type="checkbox"/> Application	<input type="checkbox"/> Petition	<input type="checkbox"/> Resale Amendment	
<input type="checkbox"/> Electric/Water/Sewer	<input type="checkbox"/> Brief	<input type="checkbox"/> Petition for Reconsideration	<input type="checkbox"/> Reservation Letter	
<input type="checkbox"/> Gas	<input type="checkbox"/> Certificate	<input type="checkbox"/> Petition for Rulemaking	<input type="checkbox"/> Response	
<input type="checkbox"/> Railroad	<input type="checkbox"/> Comments	<input type="checkbox"/> Petition for Rule to Show Cause	<input type="checkbox"/> Response to Discovery	
<input type="checkbox"/> Sewer	<input type="checkbox"/> Complaint	<input type="checkbox"/> Petition to Intervene	<input type="checkbox"/> Return to Petition	
<input type="checkbox"/> Telecommunications	<input type="checkbox"/> Consent Order	<input type="checkbox"/> Petition to Intervene Out of Time	<input type="checkbox"/> Stipulation	
<input type="checkbox"/> Transportation	<input type="checkbox"/> Discovery	<input type="checkbox"/> Prefiled Testimony	<input type="checkbox"/> Subpoena	
<input type="checkbox"/> Water	<input type="checkbox"/> Exhibit	<input type="checkbox"/> Promotion	<input type="checkbox"/> Tariff	
<input type="checkbox"/> Water/Sewer	<input type="checkbox"/> Expedited Consideration	<input type="checkbox"/> Proposed Order	<input type="checkbox"/> Other: _____	
<input type="checkbox"/> Administrative Matter	<input type="checkbox"/> Interconnection Agreement	<input type="checkbox"/> Protest		
<input type="checkbox"/> Other: _____	<input type="checkbox"/> Interconnection Amendment	<input type="checkbox"/> Publisher's Affidavit		
	<input type="checkbox"/> Late-Filed Exhibit	<input type="checkbox"/> Report		

Print Form

Reset Form



Anthony D. Gillette
Corporate Counsel

8829 Bond Street
Overland Park, KS 66214
Tel: 913.754.3341
Fax: 812.759.0999
anthony.gillette@kdline.com

§

January 10, 2008

Public Service Commission of South Carolina
Attn: Mr. Terreni, Chief Clerk
101 Executive Center Dr., Suite 100
Columbia, SC 29210

SC PUBLIC SERVICE
COMMISSION

2008 JAN 11 AM 9:59

RECEIVED

RE: Application of Kentucky Data Link, Inc. to Provide Resold and Facilities-Based
Local Exchange and Interexchange Telecommunications Services throughout South
Carolina

Dear Mr. Terreni:

Enclosed is one (1) original and ten (10) copies of Kentucky Data Link, Inc.'s Motion for Protective Treatment and Application for authority to provide resold and facilities-based local exchange and interexchange telecommunications services throughout South Carolina.

Please acknowledge your receipt of this document by file-stamping the spare copy which is enclosed, and return it to me in the enclosed postage prepaid envelope.

Please contact me if you have any questions or concerns. I can be reached at either (913) 754-3341 or anthony.gillette@kdline.com.

Sincerely,

Anthony D. Gillette
Corporate Counsel

Encl.

BEFORE THE
PUBLIC SERVICE COMMISSION OF SOUTH CAROLINA

IN RE:

Application of Kentucky Data Link, Inc.
To Provide Resold and Facilities-Based Local
Exchange and Interexchange
Telecommunications Services Throughout
South Carolina

Docket No: 2008-____-C

APPLICATION

Kentucky Data Link, Inc. (hereafter "KDL" or "Applicant"), by and through counsel, pursuant to the S.C. Code Ann. § 58-9-280 and the rules and regulations of the South Carolina Public Service Commission (hereafter "Commission"), hereby submits its Application for a Certificate of Public Convenience and Necessity to provide resold and facilities-based local exchange and interexchange telecommunications services on a statewide basis. Applicant requests that its interexchange services be subject to alternative regulation, pursuant to S.C. Code Ann. § 58-9-585. Applicant requests flexible regulation for its local exchange telecommunications services as the Commission granted in Order No. 98-165 in Docket No. 97-467-C. Additionally, Applicant also requests that the Commission waive various Commission rules, as specified herein, pursuant to Commission Rule 103-601(3).

In support of its application, Applicant states the following:

I. IDENTITY OF APPLICANT

Applicant is a Kentucky corporation which is qualified to do business in the State of South Carolina. A copy of Applicant's Articles of Incorporation and Certificate of Authorization, issued by the South Carolina Secretary of State on October 25, 2007, are attached hereto as Exhibit 1. Applicant's principal place of business is located at:

Kentucky Data Link, Inc.
3701 Communications Way
Evansville, IN 47715
Telephone: (800) 709-5690
www.kdlink.com

RECEIVED
2008 JAN 11 AM 10:00
SC PUBLIC SERVICE
COMMISSION

All communications, correspondence and pleadings with respect to this Application and ongoing regulatory questions should be directed to the following:

Anthony D. Gillette
Kentucky Data Link, Inc.
8829 Bond Street
Overland Park, KS 66214
Telephone: (913) 754-3341
Facsimile: (812) 759-0999
E-Mail: anthony.gillette@kdlinc.com

All questions concerning the ongoing operations of Applicant following certification should be directed to the following:

Anthony D. Gillette
Kentucky Data Link, Inc.
8829 Bond Street
Overland Park, KS 66214
Telephone: (913) 754-3341
Facsimile: (812) 759-0999
E-Mail: anthony.gillette@kdlinc.com

Applicant's registered agent in South Carolina is as follows:

National Registered Agents, Inc.
2 Office Park Ct., Suite 103
Columbia, South Carolina 29224

The address and telephone number for customer service is as follows:

Kentucky Data Link, Inc.
3701 Communications Way
Evansville, IN 47715
Telephone: (877) 700-4535

Commission referred customer complaints should be sent to:

Anthony D. Gillette
Kentucky Data Link, Inc.
8829 Bond Street
Overland Park, KS 66214
Telephone: (913) 754-3341
Facsimile: (812) 759-0999
E-Mail: anthony.gillette@kdline.com

Attached hereto and incorporated by reference, Exhibit 2 contains a list of the names, addresses and telephone numbers of the current officers and Directors of Applicant.

II. DESCRIPTION OF PROPOSED SERVICES

Applicant intends to provide facilities-based and resold local exchange and facilities-based and resold interexchange telecommunications services in the State of South Carolina. Applicant plans to offer both local exchange and interexchange services to residential and business customers located in the State of South Carolina through a combination of its own facilities and facilities leased from the Incumbent Local Exchange Carrier. All services provided will meet the service standards that the Commission may adopt.

III. STATE CERTIFICATIONS

Applicant is currently authorized to provide local and long distance telecommunications services in the following states: Alabama (2006), Arkansas (2004), Georgia (2005), Illinois (2002), Indiana (1999), Iowa (2007), Kentucky (2002), Michigan (2005), Mississippi (2004), Missouri (2006), North Carolina (2005), Ohio (2003), Pennsylvania (2006), Tennessee (2004 for Local, 2000 for LD), Virginia (2003), West Virginia (2004), and Wisconsin (2007). Applicant has not been denied authority to provide service in any state, nor has any state revoked the authority of Applicant to operate therein.

IV. FINANCIAL, MANAGERIAL & TECHNICAL QUALIFICATIONS

Applicant is financially, technically and managerially qualified to operate and manage its proposed telecommunications operations in South Carolina. As described in Exhibit 3, which is attached hereto and incorporated by reference, Applicant's management team has extensive

management and business experience in telecommunications. Applicant's officers and senior managers have combined managerial, technical and financial experience of over 135 years. Each member of Applicant's management team will draw upon his or her own experience, as well as the collective experience of the entire management team, to ensure that Applicant is managed and operated efficiently and profitably.

Applicant possesses the financial qualifications required for the Certificate of Authority requested herein. As evidence thereof, Applicant has attached financial documents as Exhibit 4 which are being filed, along with a Motion for Protective Treatment, under seal as confidential trade secrets.

V. CUSTOMER SERVICE

Applicant's customer service department may be reached in several different ways. A customer could call the customer service department via its toll-free telephone number or contact it via U.S. mail at its principal place of business. That contact information is as follows:

Kentucky Data Link, Inc.
Attn: Customer Service
3701 Communications Way
Evansville, IN 47715
Telephone: (800) 700-4535

The aforementioned customer service contact information will be printed on the monthly bills that are sent to our customers.

VI PUBLIC INTEREST

The granting of this application, and the issuance of a Certificate of Public Convenience and Necessity, is in the public interest as it will introduce more competition, a greater variety of services, improved innovation, and ensure competitive prices for these services in the State of South Carolina.

VII WAIVERS

Applicant hereby requests a waiver, pursuant to Rule 103-601(3), of the following regulatory requirements:

Applicant requests a waiver of any Commission policy that would require it to maintain its books under the Uniform System of Accounts (“USOA”) method. The Company currently uses Generally Accepted Accounting Principals (“GAAP”) method to maintain its books. Converting to a USOA method from GAAP would be unduly burdensome and difficult.

Rule 103-610 – Applicant requests a waiver of the requirement to maintain its books and records in South Carolina. Applicant is a multi-state company that currently maintains its books and records in Overland Park, Kansas. Requiring Applicant to maintain its books in South Carolina is impractical, would simply increase company overhead and expenses, and in turn would raise customer rates. Should the Commission desire to review Applicant’s books and records, those will be made available on request.

Rule 103-612-2.3 – Applicant requests a waiver of the requirement to file operating maps with the Commission. Applicant intends to offer its services statewide.

The waivers requested above have been granted under similar situations, and Applicant requests that the Commission provide it similar treatment.

Rule 103-631 – Applicant requests that it not be required to publish a directory as required by Rule 103-631. Applicant will make arrangements with the incumbent local exchange carrier to include Applicant’s customer names and telephone numbers in their directory. This approach is reasonable and will be directly beneficial to both the customer and incumbent since all of the local telephone numbers will be included in one directory.

VIII ATTACHMENTS

The following exhibits are attached hereto and incorporated by reference:

Exhibit 1 – Articles of Incorporation & Certificate of Authorization

Exhibit 2 – List of Officers and Directors

Exhibit 3 – Biographies of Key Personnel

Exhibit 4 – Financial Documents

Exhibit 5 – Proposed Local Tariff

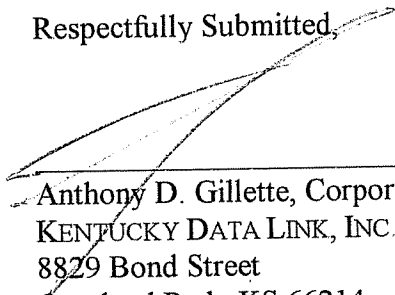
Exhibit 6 – Proposed LD Tariff

CONCLUSION

This Application clearly demonstrates that the Applicant possesses the requisite technical, financial and managerial qualification to provide resold and/or facilities-based telecommunications services throughout the State of South Carolina. This Application also clearly demonstrates that the issuance of a Certificate of Public Convenience and Necessity is in the public interest.

WHEREFORE, Applicant respectfully requests that the Commission issue it a Certificate of Public Convenience and Necessity to provide resold and facilities-based local exchange and interexchange telecommunications services on a statewide basis. Additionally, Applicant also requests alternative regulation for its interexchange service, flexible regulation for its local exchange telecommunications services, and that the waivers requested herein are granted in addition to any other relief that is just and equitable.

Respectfully Submitted,



Anthony D. Gillette, Corporate Counsel
KENTUCKY DATA LINK, INC.
8829 Bond Street
Overland Park, KS 66214
Telephone: (913) 754-3341
Facsimile: (812) 759-0999
E-Mail: anthony.gillette@kdline.com

EXHIBIT 1

The State of South Carolina



Office of Secretary of State Mark Hammond

Certificate of Authorization

I, Mark Hammond, Secretary of State of South Carolina Hereby certify that:

KENTUCKY DATA LINK, INC.,
a corporation duly organized under the laws of the state of **KENTUCKY** and issued a certificate of authority to transact business in South Carolina on **October 25th, 2007**, has on the date hereof filed all reports due this office, paid all fees, taxes and penalties owed to the Secretary of State, that the Secretary of State has not mailed notice to the Corporation that its authority to transact business in South Carolina is subject to being revoked pursuant to Section 33-15-310 of the 1976 South Carolina Code, and no application for surrender of authority to do business in South Carolina has been filed in this office as of the date hereof.

Given under my Hand and the Great
Seal of the State of South Carolina this
2nd day of November, 2007.

A handwritten signature in cursive script that reads "Mark Hammond".

Mark Hammond, Secretary of State

Copy
ORDERED TO RECORD
PAID \$ _____ INC. TAX

MAY 23 11 31 AM '90

DONALD W. BLEVINS
FAYETTE COUNTY CLERK

BY ARTICLES OF INCORPORATION

OF

KENTUCKY DATA LINK, INC.

RECEIVED AND FILED

DATE APR 13 1990

TIME 9:45 AM

AMOUNT 60.00

BREMER EHRLER

SECRETARY OF STATE

COMMONWEALTH OF KENTUCKY

BY Paula Crane

1. The corporation's name shall be KENTUCKY DATA LINK, INC.
2. The corporation's duration shall be perpetual.
3. The corporation's purposes shall be to transact any and all business for which private corporations may be incorporated under KRS Chapter 271.B, including, but not limited to ownership and sale of data services and equipment of all kinds and all other lawful business which a corporation in this Commonwealth may conduct.
4. The corporation shall have authority to issue 2000 shares of stock without par value.
5. The address of the corporation's initial registered office and its principal office shall be:

2647 Regency Road
Lexington, KY 40503

The name and address of the corporation's initial registered agent shall be A.D. WRIGHT, JR., 2647 Regency Road, Lexington, KY 40503.
6. The number of directors constituting the corporation's initial board of directors shall be three. There-

after the number of directors shall be as fixed in the bylaws.

The name and residence address of the initial members of the board of directors are as follows:

A.D. WRIGHT, JR.
611 Broadway
P.O. Box 1337
Paducah, KY 42001

MARTHA LAYNE COLLINS
2647 Regency Road
P.O. Box 11890
Lexington, KY 40503

MICHAEL REYNOLDS
2220 Nicholasville Road
Lexington, KY 40503

The directors of the corporation shall serve at the pleasure of the shareholders, and any director may be removed without cause by an affirmative vote of a majority of the shareholders, or by unanimous written consent of all the shareholders.

The officers of the corporation shall serve at the pleasure of the board of directors, and any officer may be removed without cause by an affirmative vote of a majority of the directors, or by unanimous written consent of all of the directors.

7. The name and address of the incorporator is as follows:

A.D. WRIGHT, JR.
2647 Regency Road
Lexington, KY 40503

This 30 day of March, 1990.

A.D. Wright Jr.
A.D. WRIGHT, JR.

STATE OF KENTUCKY
COUNTY OF McCRACKEN ... SCT.

Acknowledged, subscribed and sworn to before me by
A. D. WRIGHT, JR., this 30 day of March, 1990.

My commission expires

June 19, 1991

Janet Snyder
NOTARY PUBLIC

seal

This instrument prepared by:

William L. Sullivan
Dorsey, Sullivan, King, Gray & Norment
318 Second Street
Henderson, Kentucky 42420
(502) 826-3965

RECEIVED & FILED
OK 8000
Oct 30 1 57 PM '95
AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
KENTUCKY DATA LINK, INC.

PAUL H. HARRIS
SECRETARY OF STATE
COMMONWEALTH OF KENTUCKY
Paul Harris

Pursuant to KRS 271B.10-070, the undersigned corporation hereby executes the following Amended And Restated Articles Of Incorporation:

(A) The name of the corporation is Kentucky Data Link, Inc.

(B) The following Amended And Restated Articles Of Incorporation were adopted by the Shareholders of the corporation at a meeting held on October 23, 1995 in the manner prescribed by the Kentucky Business Corporation Act:

1. The name of the corporation is Kentucky Data Link, Inc.
2. The street address of the registered office of the corporation is 611 Broadway, Paducah, Kentucky 42001. The name of the registered agent is A. D. Wright, Jr.
3. The mailing address of the principal office of the corporation is 611 Broadway, Paducah, Kentucky 42001.
4. The total number of shares of common stock which may issued by the corporation is 3,000 no par value.
5. The business and affairs of the corporation are to be conducted by a board of directors, the number to be set in the manner provided in the Bylaws.
6. No director shall be personally liable to the corporation or its shareholders for monetary damages for breach of his duties as a director except to the extent that the applicable law from time to time in effect shall provide that such liability may not be eliminated or limited. Neither the

amendment nor repeal of this section shall affect the liability of any director of the corporation with respect to any act or failure to act which occurred prior to the amendment or appeal. This section is not intended to eliminate or limit any protection otherwise available to the directors of the corporation.

(C) The designation and number of shares entitled to vote on this matter is 1,000 shares of common stock. Present at the meeting were shareholders representing 1,000 shares of the common stock of the Corporation and which constitute all of the shareholders entitled to vote on such Amended And Restated Articles Of Incorporation.

(D) The total number of votes cast by each voting group entitled to vote separately thereon for and against such amendment, respectively, was:

<u>Voting Group</u>	<u>Number of Votes Cast</u>	
	For	Against
Common Shareholders	1,000	0

(E) The foregoing Amended And Restated Articles Of Incorporation supersede the original Articles Of Incorporation and all previous amendments thereto.

IN WITNESS WHEREOF, the undersigned duly authorized officer has executed these Amended And Restated Articles Of Incorporation on this the 24th day of October, 1995.

KENTUCKY DATA LINK, INC.

By: A. D. Wright, Jr.
A. D. Wright, Jr., President

COMMONWEALTH OF KENTUCKY
COUNTY OF McCRACKEN

The foregoing was subscribed, sworn to, and acknowledged before me by
A. D. Wright, Jr., President of Kentucky Data Link, Inc., on this 24th day of October,
1995.

My commission expires: 10-7-97.

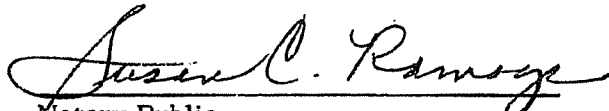

Notary Public

EXHIBIT 2

KENTUCKY DATA LINK, INC.
OFFICERS & DIRECTORS

Board of Directors: Albert E. Cinelli, Chairman
8829 Bond Street
Overland Park, KS 66214

Cole Hawks
8829 Bond Street
Overland Park, KS 66214

John Greenbank
3701 Communications Way
Evansville, IN 47715

Officers: John Greenbank, President
3701 Communications Way
Evansville, IN 47715

Ed Corr, Vice-President of Tax
8829 Bond Street
Overland Park, KS 66214

Lohn H. Weber, Vice-President & Treasurer & C.F.O.
8829 Bond Street
Overland Park, KS 66214

Cole Hawks, Executive Vice-President, Secretary & General Counsel
8829 Bond Street
Overland Park, KS 66214

David Dobbs, Vice-President - Construction
3701 Communications Way
Evansville, IN 47715

John Iber, Vice-President - Operations
3701 Communications Way
Evansville, IN 47715

EXHIBIT 3

KENTUCKY DATA LINK, INC. KEY PERSONNEL PROFILES

John Greenbank – President

Mr. Greenbank oversees every aspect of KDL, Inc.'s operations and sales. His main responsibilities include network management, rights of way negotiations, fiber builds and the day-to-day maintenance of the network. During Mr. Greenbank's tenure at KDL, Inc., its fiber network has grown significantly and now covers more than 2000 miles spanning from Indianapolis, IN to Cincinnati, OH to Lexington, KY to Chattanooga, TN and Paducah, KY. Mr. Greenbank joined the parent of KDL, Inc., Q-Comm Corporation, in 1992 and was a key participant in building that company's operational departments. In addition, he has been an essential advisor on the future growth of Q-Comm. Before working at Q-Comm, Mr. Greenbank gained a vast amount of telecommunications experience as a senior applications engineer working for several interconnect companies. As project manager, he coordinated many large PBX installations throughout the United States.

Cole Hawks – Executive Vice President, Secretary , General Counsel

Mr. Hawks is actively involved in the management of KDL, Inc.'s business development and the company's contract negotiations and legal affairs. Along with Mr. Greenbank, Mr. Hawks has been intimately involved in the company's fiber network expansion. Mr. Hawks joined the company in May of 1996. Mr. Hawks received his Bachelor of Business Administration in Management and Economics, Summa Cum Laude, from Wichita State University and his Juris Doctorate from the University of Kansas School of Law.

Lohn H. Weber – Chief Financial Officer, Vice-President, and Treasurer

A graduate of the University of Missouri, Columbia, Mr. Weber is a Vice-President, Chief Financial Officer, and Treasurer of Kentucky Data Link, Inc. Mr. Weber, a CPA with an extensive background in accounting, joined the Kentucky Data Link, Inc. senior management team in 1996. Prior to joining Kentucky Data Link, Inc., Mr. Weber worked for Baird, Kurtz and Dobson, a large Midwest regional public accounting firm. He has 16 years of experience in accounting with 7 specifically in Telecom.

Timothy Gimmel – Director, Optical Engineering

Mr. Gimmel directs the design, engineering and installation of the KDL, Inc.'s fiber optic transmission systems. In addition, he also manages the ongoing engineering of the company's fiber optic network. He began working for KDL, Inc.'s parent company, Q-Comm Corporation in 1985 as an interconnect technician. Before his transition to KDL, Inc. in 2001, he worked in every technical department within the company, including managing the company's long distance switching center. During his tenure with KDL, Inc., he has been instrumental to its growth, including designing and building its fiber route from Louisville, KY to Johnson City, TN. Mr. Gimmel holds an Associates Degree in Applied Science from Paducah Community College and numerous telecommunication system certifications.

Ed Corr – Vice-President - Tax

Mr. Corr is Vice-President of Tax for Norlight, Inc. He oversees the tax department and is responsible for handling all state and federal taxing requirements, along with many state and federal regulatory requirements. Mr. Corr joined the Norlight management team in December of 2004 and brings with him over 15 years of business and management experience. He received his Bachelor of Science in Accounting and his Masters of Science in Accounting, Tax from Oklahoma State University in 1985 and 1986 respectively. Prior to working for Norlight, Inc., Mr. Corr was with Deloitte & Touche, LLP, (formerly Deloitte, Haskins & Sells) for six years where he achieved the position of Tax Manager. He was co-founder and Senior Partner of Walsh, Corr & Associates, CPA's for eight years. For several years he was also President of his own consulting company.

David Dobbs – Vice President - Construction

Mr. Dobbs oversees the day to day operation of outside plant engineering, construction, cable maintenance, and project management for KDL Inc.'s fiber optic network. Mr. Dobbs joined KDL, Inc in November of 2003. Prior to joining KDL, he had 20+ years of broad industry experience in project management and construction of fiber backbones, including route development, field mapping, CAD drawing, and permitting. While with KMC Telecom, Mr. Dobbs was instrumental in designing and constructing 3 city network builds primarily located on the East Coast and upper Midwest. These network builds included all associated backbone fiber and SONET rings. In his most recent position as Project Manager with MCI, Mr. Dobbs was responsible for network design and project management of metropolitan access network builds in Baltimore, Richmond, and, Washington D.C..

John Iber – Vice President - Operations

Mr. Iber manages the daily operation of KDL, Inc. As Vice President of Operations, he leads the engineering, operation, maintenance and service implementation functions for KDL, Inc. He joined the KDL team in April of 2005 and brings with him over fifteen years of management experience. Mr. Iber previously served as Chief Operations Officer at Manquehue Net where he was responsible for the repositioning and development of that CLEC in Santiago, Chile. He helped accomplish a successful merger, integration and re-capitalization of the company. Mr. Iber held the position of Director of Fiber Operations at Williams Vyvx Services. During his tenure he successfully implemented new systems software, created network planning and quality assurance teams, and related processes and standards. Mr. Iber has also held various management positions with WorldCom/WilTel. He holds a BS in Electrical Engineering from Texas A&M University.

EXHIBIT 4

EXHIBIT 5

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES
GOVERNING THE PROVISION OF DEDICATED AND PRIVATE LINE
FACILITIES-BASED AND RESOLD LOCAL EXCHANGE SERVICES
WITHIN THE STATE OF SOUTH CAROLINA

This Tariff applies to Local Exchange Telecommunications Services furnished by Kentucky Data Link, Inc., between one or more points within the State of South Carolina. This Tariff is on file with the Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business, 3701 Communications Way, Evansville, Indiana 47715.

Issued: January 10, 2008

Effective:

Issued By: John C. Greenbank, President
Kentucky Data Link, Inc.
3701 Communications Way
Evansville, IN 47715

CHECK SHEET

The pages of this Tariff are effective as of the date shown. The original and revised pages named below contain all changes from the original tariff and are in effect on the date shown.

<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>
1	Original	37	Original
2	Original	38	Original
3	Original	39	Original
4	Original	40	Original
5	Original	41	Original
6	Original	42	Original
7	Original	43	Original
8	Original	44	Original
9	Original	45	Original
10	Original	46	Original
11	Original	47	Original
12	Original	48	Original
13	Original	49	Original
14	Original	50	Original
15	Original	51	Original
16	Original	52	Original
17	Original	53	Original
18	Original	54	Original
19	Original	55	Original
20	Original	56	Original
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34	Original		
35	Original		
36	Original		

Issued: January 10, 2008

Effective:

Issued By: John C. Greenbank, President
Kentucky Data Link, Inc.
3701 Communications Way
Evansville, IN 47715

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Issued: January 10, 2008

Effective:

Issued By: John C. Greenbank, President
Kentucky Data Link, Inc.
3701 Communications Way
Evansville, IN 47715

TARIFF FORMAT

1. Page Numbering - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.A.
2. Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Because of various suspension periods, deferrals, etc. the Commission follows in its tariff approval process, the most current page number on file with the Commission is not always the tariff page in effect.
3. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
 - 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.a.
 - 2.1.1.A.1.a.i.
 - 2.1.1.A.1.a.i.i.
4. Check Sheets - When a Tariff filing is made with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on the check sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular page is the most current on file with the Commission.

Issued: January 10, 2008

Effective:

Issued By: John C. Greenbank, President
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SECTION 1 - EXPLANATION OF SYMBOLS

The following symbols shall be used in this Tariff for the purpose indicated below:

- C - To signify changed regulation.
- D - To signify discontinued rate or regulation.
- I - To signify increased rate.
- M - To signify a move in the location of text.
- N - To signify new rate or regulation.
- R - To signify reduced rate.
- S - To signify reissued matter.
- T - To signify a change in text but no change in rate or regulation.

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SECTION 2 - DEFINITIONS

Certain terms used generally throughout this Tariff are described below.

Advance Payment

Part or all of a payment required before the start of service.

Access Services

The Company's interstate telephone services offered pursuant to this Tariff.

Authorized User

A person, firm, or corporation which is authorized by the customer or joint user to be connected to the service of the customer or joint user, respectively.

Commission

The South Carolina Public Service Commission.

Catastrophic Interruption

A complete cable cut, an equipment enclosure fire, an explosion, or any other circumstance of an extraordinary and catastrophic nature.

Company

The term "Company" denotes Kentucky Data Link, Inc.

Customer

The person, firm, or corporation that orders service and is responsible for the payment of charges and compliance with the Company's regulations.

Dedicated or Private Line

A facility or equipment system or subsystem set aside for the sole use of a specific Customer.

End User or User

Any person or entity that obtains the Company's services provided under this Tariff, regardless of whether such person or entity is so authorized by the Customer.

Enhanced Services

Services offered over common carrier transmission facilities that employ computer processing applications that act on the format, content, code, protocol, or similar aspects of the Customer's transmitted information; and/or that provide Customer additional, different, or restructured information; and/or that is transmitted in packet format; and/or that offers the capability for generating, acquiring, storing, transforming, processing, retrieving, utilizing, making available, or interacting with information.

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SECTION 2 - DEFINITIONS (Cont'd)

ICB or Individual Case Basis

A service arrangement in which the regulation, rates and charges are developed based on the specific circumstances of the case.

LATA

A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the NATIONAL EXCHANGE CARRIER ASSOCIATION, Inc. Tariff F.C.C. No. 4.

Network

Refers to the Company's facilities, equipment, and services provided under this Tariff.

Network Service

Intrastate communications service providing one-way and/or two-way information transmissions originating from points within the State of South Carolina.

Non-Catastrophic Interruption

All interruptions other than Catastrophic Interruptions.

Service Commencement Date

The first date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this Tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and the Customer may mutually agree on a substitute Service Commencement Date. If the Company does not have an executed Service Order from a Customer, the Service Commencement Date will be the first date on which the service or facility was used by a Customer.

Service Order

The written request for dedicated services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this Tariff, but the duration of the service is calculated from the Service Commencement Date. Should a Customer use the Company's dedicated service without an executed Service Order, the Company will then request the Customer to submit a Service Order.

Shared

A facility or equipment system or subsystem that can be used simultaneously by several Customers.

User

A Customer, joint user, or any other person authorized by a Customer to use service provided under this Tariff.

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SECTION 3 - APPLICATION OF TARIFF

3.1 This Tariff applies to intrastate private line service supplied to Customers.

This Tariff applies only to the extent that services provided hereunder are used by a Customer for the purpose of originating or terminating intrastate communications. A communication is "intrastate" only if all points of origination and termination are located within the State of South Carolina.

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SECTION 4 - REGULATIONS**4.1 Undertaking of the Company****4.1.1 Scope**

The Company undertakes to furnish dedicated and private line services in accordance with the terms and conditions set forth in this Tariff. Applications for initial or additional service made verbally or in writing become a contract upon the establishment of the service or facility.

4.1.2 Shortage of Facilities

All service is subject to the availability of suitable facilities. The Company reserves the right to limit the length of communications or to discontinue furnishing services when necessary because of the lack of transmission medium capacity or because of any causes beyond its control.

4.1.3 Terms and Conditions

- A. Service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in this Tariff, a month is considered to have 30 days.
- B. Customers may be required to enter into written Service Orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this Tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- C. In any action between the parties to enforce any provision of this Tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.
- D. This Tariff shall be interpreted and governed by the laws of the State of South Carolina, regardless of its choice of laws provision.

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SECTION 4 - REGULATIONS (Cont'd)

4.1 Undertaking of the Company (Cont'd)

4.1.4 Limitations on Liability

- A. Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including, but not limited to, mistakes, omissions, interruptions, delays, or errors, or other defects, misrepresentations, or use of these services; or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in this Tariff.
- B. Except for the extension of allowances to the Customer for interruptions in service as set forth in this Tariff, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- C. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

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SECTION 4 - REGULATIONS (Cont'd)

4.1 Undertaking of the Company (Cont'd)

4.1.4 Limitations on Liability (Cont'd)

- D. The Company shall not be liable for any claims for loss or damages involving:
1. Any act or omission of: (a) the Customer; (b) any other entity furnishing service, equipment, or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers or warehousemen;
 2. Any delay or failure of performance or equipment due to causes beyond the Company's control, including, but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
 3. Any unlawful or unauthorized use of the Company's facilities and services;
 4. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services with Customer-provided facilities or services;
 5. Breach in the privacy or security of communications transmitted over the Company's facilities;

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SECTION 4 - REGULATIONS (Cont'd)

4.1 Undertaking of the Company (Cont'd)

4.1.4 Limitations on Liability (Cont'd)

D. (Cont'd)

6. Changes in any of the facilities, operations, or procedures of the Company that render any equipment, facilities, or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities, or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in this Tariff.
7. Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;
8. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
9. Any intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company;
10. Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this Tariff;
11. Any noncompletion of calls due to network busy conditions;
12. Any calls not actually attempted to be completed during any period that service is unavailable;
13. Any non-completion of communications, including, but not limited to, any inability to send, receive, or access enhanced services, such as electronic mail, voice mail, Internet sites, and data or application services.

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SECTION 4 - REGULATIONS (Cont'd)4.1 Undertaking of the Company (Cont'd)4.1.4 Limitations on Liability (Cont'd)

- E. The Company shall be indemnified, defended, and held harmless by the Customer or end user from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage, or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use, or removal of any Company or Customer equipment or facilities or service provided by the Company.
- F. The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. The Company shall be indemnified, defended, and held harmless by the Customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage, or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use, or removal of any equipment or facilities or the service.

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SECTION 4 - REGULATIONS (Cont'd)

4.1 Undertaking of the Company (Cont'd)

4.1.4 Limitations on Liability (Cont'd)

- G. The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for service to the Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or nonpreemptibility as may be provided by the other entities.
- H. Except as otherwise stated in this Tariff, any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.
- I. THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

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SECTION 4 - REGULATIONS (Cont'd)4.1 Undertaking of the Company (Cont'd)4.1.5 Testing and Adjusting

Upon suitable notice, the Company may make such tests, adjustments, and inspections as may be necessary to maintain the Company's facilities in satisfactory operating condition. No interruption allowance will be credited to the Customer for the period during which the Company makes such tests, adjustments, or inspections.

4.1.6 Provision of Equipment and Facilities

- A. Except as otherwise indicated, Customer-provided station equipment at the Customer's premises for use in conjunction with this service shall be so constructed, maintained, and operated as to work satisfactorily with the facilities of the Company.
- B. The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to service furnished pursuant to this Tariff, the responsibility of the Company shall be limited to the furnishing of services under this Tariff and to the maintenance and operation of such services in the proper manner. Subject to this responsibility, the Company shall not be responsible for:
 - 1. the through transmission of signals generated by Customer-provided equipment or for the quality of, or defects in, such transmission; or
 - 2. the reception of signals by Customer-provided equipment; or
 - 3. network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

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SECTION 4 - REGULATIONS (Cont'd)

4.1 Undertaking of the Company (Cont'd)

4.1.7 Special Construction

Subject to the arrangement of the Company and to all of the regulations contained in this Tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken:

- A. where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- B. of a type other than that which the Company would normally utilize in the furnishing of its services;
- C. over a route other than that which the Company would normally utilize in the furnishing of its services;
- D. in a quantity greater than that which the Company would normally construct;
- E. on an expedited basis;
- F. on a temporary basis until permanent facilities are available;
- G. involving abnormal costs; or
- H. in advance of its normal construction.

Special construction charges will be determined as described herein.

4.1.8 Ownership of Facilities

Title to all facilities provided in accordance with this Tariff remains in the Company, its agents, contractors, or suppliers.

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SECTION 4 - REGULATIONS (Cont'd)4.2 Prohibited Uses

- A. The services the Company offers shall not be used for any unlawful purpose or for any use for which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents, and permits.
- B. The Company may require applicants for service who intend to use the Company's offering for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offering complies with relevant laws and regulations, policies, orders, and decisions.
- C. The Company may require a Customer to immediately shut down its transmission if such transmission is causing interference to others.
- D. A Customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated Access Services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this Tariff will apply.

4.3 Obligations of the Customer4.3.1 Customer Premises Provisions

- A. The Customer shall provide the personnel, power, and space required to operate all facilities and associated equipment installed on the premises of the Customer.
- B. The Customer shall be responsible for providing Company personnel access to premises of the Customer at any reasonable hour for the purpose of testing the facilities or equipment of the Company.

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SECTION 4 - REGULATIONS (Cont'd)

4.3 Obligations of the Customer (Cont'd)

4.3.2 Liability of the Customer

- A. The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invitees, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- B. To the extent caused by any negligent or intentional act of the Customer as described in Subsection A, preceding, the Customer shall indemnify, defend, and hold harmless the Company from and against all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees, for: (1) any loss, destruction, or damage to property of any third party; (2) the death of or injury to persons, including, but not limited to, employees or invitees of either party; and (3) any liability incurred by the Company to any third party pursuant to this or any other Tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.
- C. The Customer shall not assert any claim against any other customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this Tariff including, but not limited to, mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other customer or user and not by any act or omission of the Company. Nothing in this Tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

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SECTION 4 - REGULATIONS (Cont'd)4.4 Customer Equipment and Channels4.4.1 Interconnection of Facilities

In order to protect the Company's facilities and personnel and the services furnished to other customers by the Company from potentially harmful effects, the signals applied to the Company's service shall be such as not to cause damage to the facilities of the Company. Any special interface equipment necessary to achieve the compatibility between facilities of the Company and the channels or facilities of others shall be provided at the Customer's expense.

4.4.2 Inspections

- A. The Company may, upon notification to the Customer, at a reasonable time, make such tests and inspections as may be necessary to determine that the requirements regarding the equipment and interconnections are being complied with in respect to the installation, operation and maintenance of Customer-provided equipment and in the wiring of the connection of Customer channels to Company-owned facilities.
- B. If the protective requirements in connections with Customer provided equipment are not being complied with, the Company may take such action as necessary to protect its facilities and personnel and will promptly notify the Customer by registered mail in writing of the need for protective action. In the event that the Customer fails to advise the Company within ten (10) days after such notice is received or within the time specified in the notice that corrective action has been taken, the Company may take whatever additional action is deemed necessary, including canceling service, to protect its facilities and personnel from harm. The Company will upon request 24 hours in advance provide Customer with a statement of technical parameters that the Customer's equipment must meet.

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SECTION 4 - REGULATIONS (Cont'd)

4.4 Customer Equipment and Channels (Cont'd)

4.4.3 Station Equipment

- A. Customer-provided terminal equipment on the premises of the Customer or other authorized user, the operating personnel there, and the electric power consumed by such equipment shall be provided by and maintained at the expense of the Customer, authorized user, or joint user.
- B. The Customer or other authorized user is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

4.4.4 Interconnection Provisions

Facilities furnished under this Tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this Tariff.

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SECTION 4 - REGULATIONS (Cont'd)4.5 Customer Deposits and Advance Payments4.5.1 Advance Payments

To safeguard its interests, the Company may require a Customer to make an Advance Payment before services and facilities are furnished. The Advance Payment will not exceed an amount up to two months of estimated monthly usage charges. In addition, where special construction is involved, the Advance Payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The Advance Payment will be credited to the Customer's initial bill. An advance payment may be required in addition to a deposit.

4.5.2 Deposits

- A. The Company reserves the right to examine the credit record of the Customer. If the Customer's financial condition is unknown or unacceptable to the Company, the Customer may be required to provide the Company with a security deposit, which the Company may apply against overdue charges. The amount of the security deposit shall be equal to two (2) months estimated usage for residential service and two (2) months for business service. The amount of the deposit may be adjusted at the request of the Customer, applicant, or the Company at any time when the character or degree of use of the service materially changes or when it is clearly established that the character or degree of use of service will materially change in the immediate future. The estimated charges for Customers shall be based on the average monthly billing of the past six (6) months to that Customer. The estimated deposit for an applicant may take into consideration past billing history for service of another carrier if service was provided within the State of South Carolina and within six (6) months of the application.

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SECTION 4 - REGULATIONS (Cont'd)

4.5 Customer Deposits and Advance Payments (Cont'd)

4.5.2 Deposits (Cont'd)

- B. The Company may request that a maximum of 1/3 of the amount of a requested deposit from any customer be paid within twelve (12) days after the date of the request for deposit. An applicant may be requested to pay no more than 1/3 of the deposit amount prior to the establishment of service. At least two billing periods shall be allowed for the balance of the deposit. A Customer or applicant may, at their option, pay the deposit on a more expedited schedule.
- C. Deposits plus interest will be refunded to the Customer after twelve (12) consecutive months, so long as:
 - 1. the Customer has paid any past due bill for service owed to the Company;
 - 2. service has not been discontinued for nonpayment;
 - 3. the Customer has not paid four (4) times; or
 - 4. the Company has not provided evidence that the Customer used a device or scheme to obtain service without payment.
- D. If the Company does not return a Customer's deposit after twelve (12) months, the Company shall provide the Customer with the reasons the deposit is being retained if the Customer so requests.

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SECTION 4 - REGULATIONS (Cont'd)4.5 Customer Deposits and Advance Payments (Cont'd)4.5.2 Deposits (Cont'd)

- E. A deposit may be required in addition to an Advance Payment. If both a deposit and an advance payment are required then the total cannot exceed 2 ½ times the average bill for the customer.
- F. Deposits plus interest shall be returned when service has been terminated for more than thirty (30) days, less the amount of unpaid bills, if any, for that service. A transfer of service from one premise to another within the area served by the Company shall not be deemed a termination of service by the Company if the class of service remains the same. When a deposit plus interest is applied to the liquidation of unpaid bills, the Company will provide the Customer with a statement showing the amount of the unpaid bill(s) liquidated by the deposit plus interest, and the balance remaining due either to the Customer or the Company.
- G. All deposit refunds will be by separate check and not by credits to the Customer's account, unless the deposit is used to pay the Customer's final bill. When a deposit or portion of a deposit is refunded, the Company will issue a cancellation Notice. Refunds of less than one dollar (\$1.00) need not be issued.
- H. Interest shall be paid on all deposits held by the Company. The rate of interest will be paid at seven percent (7%) or at such interest rate as set forth by the Commission. In December of each year the Commission shall announce the rate of interest which shall be paid on all deposits held during all or part of the subsequent year. At the request of a Customer, the Company shall compute the accrued interest upon the deposit and pay such amount to the Customer. The Company need not make such payment more often than once in a twelve (12) month period, nor sooner than twelve (12) months after receipt of a deposit.

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SECTION 4 - REGULATIONS (Cont'd)

4.5 Customer Deposits and Advance Payments (Cont'd)

4.5.2 Deposits (Cont'd)

- I. In the event that a Customer pays a bill to the Company and the billing is later found to be incorrect due to an error either in charging more than the published rate, in measuring the quantity or volume of service provided, or in charging for the incorrect class of service, the Company shall refund the overcharge with interest from the date of overpayment by the Customer.

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SECTION 4 - REGULATIONS (Cont'd)

4.6 Payment Arrangements

4.6.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer.

A. Taxes

The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however, designated) (excluding taxes on the Company's net income) imposed on or based upon the provision, sale or use of Network Services.

4.6.2 Billing and Collection of Charges

The Customer is responsible for payment of all charges incurred by the Customer or other users for services and facilities furnished to the Customer by the Company.

- A. Non-recurring charges are due and payable within thirty (30) days after the date of the invoice.
- B. The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within thirty (30) days after the date of the invoice. When billing is based upon Customer usage, usage charges will be billed monthly for the preceding billing period.
- C. When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.

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SECTION 4 - REGULATIONS (Cont'd)4.6 Payment Arrangements (Cont'd)4.6.2 Billing and Collection of Charges (Cont'd)

- D. Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this Tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- E. If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment penalty shall be due to the Company. The late payment fee shall only be charged for invoice balances that exceed \$20.00. The late payment penalty shall be the portion of the payment not received by the date due, multiplied by a late factor. The late factor shall be the rate of 1.5 percent per month.
- F. The Customer will be assessed a charge of Twenty-Five Dollars (\$25.00) for each check submitted by the Customer to the Company that a financial institution refuses to honor.
- G. If service is disconnected by the Company in accordance with Section 4.6.4 following and later reinstalled, service will be subject to all applicable installation charges. If service is suspended by the Company and later restored, service will be subject to all applicable restoration charges.

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SECTION 4 - REGULATIONS (Cont'd)4.6 Payment Arrangements (Cont'd)4.6.3 Billing DisputesA. General

All bills are presumed accurate, and shall be binding on the Customer unless notice of the disputed charge(s) is received by the Company. For the purposes of this section, "notice" is defined as verbal or written notice to the Company, containing sufficient documentation to investigate the dispute, including the account number under which the bill has been rendered, the date of the bill, and the specific items on the bill being disputed. When a Customer disputes a bill, the Company shall not discontinue service for nonpayment as long as the Customer (1) pays the undisputed portion of the bill; (2) pays all future bills by the due date and (3) enters into discussions with the Company to settle the dispute.

B. Late Payment Charge

1. The undisputed portions of the bill must be paid by the payment due date to avoid assessment of a late payment charge on the undisputed amount as provided in this Tariff.
2. In the event that a billing dispute is resolved by the Company in favor of the Customer, any disputed amount withheld pending resolution of the billing dispute shall not be subject to the late payment charge. No late payment shall be charged on any disputed bill paid within fourteen (14) days of resolution of the dispute if the complaint was filed before the bill became past due.

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SECTION 4 - REGULATIONS (Cont'd)

4.6 Payment Arrangements (Cont'd)

4.6.3 Billing Disputes (Cont'd)

C. Adjustments or Refunds to the Customer

1. In the event that the Company resolves the billing dispute in favor of a Customer who has withheld payment of the disputed amount pending resolution of the disputed bill, the Company will credit the Customer's account for the disputed amount in the billing period following the resolution of the dispute.
2. In the event that the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill, the Company will credit the Customer's account for any overpayment by the Customer in the billing period following the resolution of the dispute.
3. In the event that the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill but canceled the service, the Company will issue a refund of any overpayment by the Customer.
4. All adjustments or refunds provided by the Company to the Customer at the Customer's request, or provided by the Company to the Customer by way of compromise of a billing dispute, and which are accepted by the Customer, are final and constitute full satisfaction, settlement, and/or compromise of all of the Customer's claims for the billing period for which the adjustment or refund was issued.

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SECTION 4 - REGULATIONS (Cont'd)

4.6 Payment Arrangements (Cont'd)

4.6.3 Billing Disputes (Cont'd)

D. Unresolved Billing Disputes

In the case of a billing dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled to the mutual satisfaction of the Customer and the Company, the Customer may take the following course of action.

1. First, the Customer may request and the Company will provide an in-depth review of the disputed amount.
2. Second, if after investigation and review by the Company, a disagreement remains as to the disputed amount, the Customer may file an appropriate complaint with:

South Carolina Public Service Commission
101 Executive Center Dr., Suite 100
Columbia, SC 29210
Phone: 803-896-5100

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SECTION 4 - REGULATIONS (Cont'd)4.6 Payment Arrangements (Cont'd)4.6.4 Discontinuance of Service for Cause

- A. Service may be discontinued after the Company has mailed or delivered by other means a written notice of discontinuance. Service will not be discontinued until at least five (5) days after delivery of this notice or eight (8) days after the postmark date on a mailed notice. The notice of discontinuance shall be delivered separately from any other written matter or bill. The Company, after notice in writing to the Customer and after having given the Customer an appropriate opportunity to respond to such notice, may terminate service for the following reasons:
1. For failure of the Customer to pay a bill for Company service when due. Service will not be disconnected after 12 noon a day before or on any Saturday, Sunday, legal holiday recognized by the State of South Carolina, or any day when the Company's business offices are not open for business. Services may be discontinued only between the hours of 8 a.m. and 2 p.m. unless the Company is prepared to restore service within three hours after receipt of payment.
 2. For failure of the Customer to meet the Company's deposit and credit requirements;
 3. For Customer's violation of any of the Company's rules on file with the Commission;
 4. For failure of the Customer to provide the Company reasonable access to its equipment and property;
 5. For Customer's breach of the contract for service between the Company and the Customer;

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SECTION 4 - REGULATIONS (Cont'd)

4.6 Payment Arrangements (Cont'd)

4.6.4 Discontinuance of Service for Cause (Cont'd)

A. (Cont'd)

6. For failure of the Customer to furnish such service, equipment, and/or rights-of-way necessary to serve said Customer as shall have been specified by the Company as a condition of obtaining service; or

7. When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.

B. The Company shall not use any credit reports other than those reflecting the purchase of the Company's services to determine the adequacy of a Customer's credit history without the permission in writing of the Customer. The Company shall not disconnect service on the basis of general cases of bankruptcy and insolvency that are unrelated to the use of the Company's services.

C. The Company may immediately disconnect service without notice in the case of tampering with the Company's equipment, hazardous conditions, or Customer use of equipment that adversely affects the Company's equipment or service.

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SECTION 4 - REGULATIONS (Cont'd)4.6 Payment Arrangements (Cont'd)4.6.4 Discontinuance of Service for Cause (Cont'd)

- D. Service shall not be disconnected on any Friday, Saturday, Sunday, or legal holiday, or at any time when the Company's business offices are not open to the public, except where an emergency exists.
- E. In the event of fraudulent use of the Company's Network, the Company must obtain an injunction before disconnecting service. The Customer will be liable for all related costs. The Customer will also be responsible for payment of any reconnection charges.
- F. Upon the Company's discontinuance of service to the Customer under this section, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this Tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent).

4.6.5 Notice to Company for Cancellation of Service

Customer may cancel service by providing five (5) days notice to the Company. Customer may cancel service by notifying the Company in person, by telephone message, or in a written notice. However, the Company will need a signed written statement for official documentation purposes.

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SECTION 4 - REGULATIONS (Cont'd)4.6 Payment Arrangements (Cont'd)4.6.6 Customer Overpayment

The Company will pay interest on a Customer overpayment. Customer overpayment shall mean a payment to the Company in excess of the correct charges for service when caused by erroneous billing by the Company. The rate of interest shall be the unadjusted interest rate paid on Customer deposits or the late payment penalty rate, whichever is greater. Interest shall be paid from the date when the Customer overpayment was made, adjusted for any changes in the deposit interest rate or late payment penalty rate, and compounded monthly, until the date when the overpayment is refunded. No interest shall be paid on Customer overpayments that are refunded within thirty (30) days after such overpayment is received by the Company.

4.6.7 Cancellation of Application for Service

- A. The Customer may cancel an application for service prior to installation of the equipment provided that the Customer immediately pay the Company any out of pocket expenses incurred by the Company plus a cancellation fee of two times the applicable monthly recurring service charge.
- B. Out of pocket expenses include but are not limited to the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.

4.7 Reserved for future use

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SECTION 4 - REGULATIONS (Cont'd)

4.8 Allowances for Interruptions in Service

4.8.1 General

- A. A credit allowance will be given when service is interrupted, except as specified below. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this Tariff.
- B. An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- C. If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.

4.8.2 Limitations of Allowances

No credit allowance will be made for any interruption in service:

- A. Due to the negligence of or noncompliance with the provisions of this Tariff by any person or entity other than the Company, including, but not limited to, the Customer or other common carriers connected to the service of the Company;
- B. Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- C. Due to circumstances or causes beyond the control of the Company;

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SECTION 4 - REGULATIONS (Cont'd)

4.8 Allowances for Interruptions in Service (Cont'd)

4.8.2 Limitations of Allowances (Cont'd)

- D. During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- E. During any period in which the Customer continues to use the service on an impaired basis;
- F. During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- G. That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction;
- H. That was not reported to the Company within thirty (30) days of the date that service was affected; and
- I. That occurs during the course of routine maintenance, testing and/or adjustment of the Network or facilities related to the provisions of service.

4.8.3 Use of Another Means of Communications

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

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SECTION 4 - REGULATIONS (Cont'd)

4.8 Allowances for Interruptions in Service (Cont'd)

4.8.4 Application of Credits for Interruptions in Service

- A. Credits for interruptions in service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- B. For calculating credit allowances, every month is considered to have thirty (30) days.

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SECTION 4 - REGULATIONS (Cont'd)

4.8 Allowances for Interruptions in Service (Cont'd)

4.8.4 Application of Credits for Interruptions in Service (Cont'd)

- C. No credit allowance will be given for an interruption of eight (8) hours or less in the case of a Catastrophic Interruption, or of three (3) hours or less in the case of a Non-Catastrophic Interruption. Customer shall be credited for an interruption in excess of eight (8) hours or three (3) hours, as the case may be, at the rate of 1/1440 of the monthly charges applicable to Customer's service which is subject to the interruption for each half hour or major fraction thereof that an interruption continues, such interruption to be measured from (i) the time of notice by Customer to Company that an interruption has occurred to (ii) the time of restoration. No more than thirty (30) days credit will be allowed for any one-month period.

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SECTION 4 - REGULATIONS (Cont'd)4.8 Allowances for Interruptions in Service (Cont'd)4.8.5 Cancellation For Service Interruption

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of eight hours or more or cumulative service credits equaling 16 hours in a continuous 12-month period. The right to cancel service under this provision applies only to the single circuit that has been subject to the outage or cumulative service credits.

4.8.6 Cancellation of Service/Termination Liability

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption, Customer agrees to pay to Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in this Tariff.

4.8.7 Termination Liability

Customer's termination liability for cancellation of service shall be equal to:

1. all unpaid Non-Recurring charges for services already rendered to the Customer by the Company, plus;
2. any charges or fees that are incurred and paid to third parties by Company on behalf of Customer, plus;
3. all Recurring Charges specified in the applicable Service Order for the balance of the then current term. These charges will be discounted at the prime rate announced in the Wall Street Journal on the third business day following the date of cancellation;
4. minus a reasonable allowance for any costs that were avoided by the Company as a direct result of the Customer's cancellation.

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SECTION 4 - REGULATIONS (Cont'd)

4.9 Customer Liability for Unauthorized Use of the Network

4.9.1 Unauthorized Use of the Network

- A. Unauthorized use of the Network occurs when: (1) a person or entity that does not have actual, apparent, or implied authority to use the Network, obtains the Company's services provided under this Tariff; or (2) a person or entity that otherwise has actual, apparent, or implied authority to use the Network, makes fraudulent use of the Network to obtain the Company's services provided under this Tariff, or uses specific services that are not authorized.
- B. The following activities constitute fraudulent use:
 - 1. Using the Network to transmit a message, locate a person, or otherwise give or obtain information, without payment for the service;
 - 2. Using or attempting to use the Network with the intent to avoid payment, either in whole or part, of any of the Company's tarified charges by either rearranging, tampering with, or making connections not authorized by this Tariff to any service components used to furnish the Company's services or using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices;
 - 3. Using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices to defraud or mislead callers.
- C. Customers are advised that use of telecommunications equipment and services, including that provided under this Tariff, carries a risk of various forms of telecommunications fraud (including, but not limited to, toll and PBX fraud perpetrated by Users who gain access to a Customer's facilities, account numbers, security or authorization codes, etc.). Customers should take all necessary steps to restrict access to their facilities, including the equipment and services provided hereunder, and to detect and prevent unauthorized use of the equipment and services provided by the Company under this Tariff.

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SECTION 4 - REGULATIONS (Cont'd)

4.9 Customer Liability for Unauthorized Use of the Network (Cont'd)

4.9.2 Liability for Unauthorized Use

- A. Except as provided for elsewhere in this Tariff, the Customer is responsible for payment of all charges for services provided under this Tariff furnished to the Customer or User. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by Users or other third parties, the Customer's employees, or the public.
- B. The Customer is liable for all costs incurred as a result of unauthorized use of the Network, including service charges and any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive charges.
- C. The Customer is responsible for payment of any charges related to the suspension and/or termination of service, and any charges for reconnection of service, incurred as a result of unauthorized use of the Network.

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SECTION 5 - SERVICE DESCRIPTIONS**5.1 General**

The various types of Company service offerings are described below. Company services are billed at predetermined monthly rates. Recurring charges are billed in advance of the month in which service is performed. In addition, the optional features and any extraordinary installation costs other than recurring and non-recurring charges may apply as described herein. Customers requesting these services may subscribe to services on a month-to-month basis, or on an individual case basis as described in Section 5.7.

5.2 Service Configurations

There are two types of service configurations over which Company's services are provided: point-to-point and multipoint service.

5.2.1 Point-To-Point Service

Point-To-Point Service connects two Customer-designated premises, either on a directly connected basis, or through a hub where multiplexing functions are performed.

5.2.2 Multipoint Service

Multipoint Services connect three or more Customer designated premises through a Company hub. There is no limitation on the number of locations connected via multipoint service. However, when more than three points are provided in tandem, the quality of service may be degraded. Multipoint service may be provided where technically possible. If Company determines that the requested characteristics for a multipoint service are not compatible, the Customer will be advised and given the opportunity to change the order within sixty (60) days.

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SECTION 5 - SERVICE DESCRIPTIONS (Cont'd)5.3 Service Descriptions and Technical Specifications

The following service descriptions and technical specifications will apply to Company's services.

5.3.1 DS-1 Service

DS-1 Service, or Digital Signal Level 1 Service, is a channel for the transmission of 1.544 Mbps or 2.048 Mbps data. Intermediate bit rate channels in multiple increments of either 56 kbps or 64 kbps up to 1.544 Mbps are also available. The actual bit rate and framing format is a function of the channel interface selected by the Customer. DS-1 Channels are provided between Customer designated locations and between Customer designated locations and a Company's hub.

5.3.2 DS-3 Service

DS-3 Service, or Digital Signal Level 3 Service, is a channel for the transmission of 44.736 Mbps data or higher. The actual bit rate and framing format is a function of the channel interface selected by the Customer. DS-3 Channels are provided between Customer designated locations and/or between Customer designated locations and a Company's hub. DS-3 service is provided with an electrical interface.

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SECTION 5 - SERVICE DESCRIPTIONS (Cont'd)

5.3 Service Descriptions and Technical Specifications (Cont'd)

5.3.3 Fractional DS-1 Service (NOC)

Fractional DS-1 service consists of two to 24 DS-0 or DDS channels between two Customer designated locations, utilizing DS-1 level facilities, and multiplexing arrangements.

5.3.4 M13 Multiplexing (ICB)

An arrangement that converts a 44.736 Mbps into 28 DS-1 channels using digital time division multiplexing.

5.3.5 DS-1 to DS-0 Multiplexing

An arrangement that converts a 1.544 Mbps channel into 24 channels for use with Voice Grade Facilities or DDS.

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SECTION 5 - SERVICE DESCRIPTIONS (Cont'd)5.3 Service Descriptions and Technical Specifications (Cont'd)5.3.6 Dark Fiber Services

Dark Fiber facilities shall normally be installed using single mode, fiber optic facilities suitable for provisioning point-to-point communications, transmitting at Customer specified bandwidths. Multimode fiber, at the Customer's request, may be used depending upon facilities availability. These Dark Fiber facilities are available only where sufficient facilities are provided in Company's network, and charges will be provided on an ICB, as filed with the Commission. Dark Fiber will be offered in capacities of one strand and above, with the fiber terminating on a standard optical patch panel. As Company does not provide the electronics, Company cannot test and monitor the facilities. When available, pricing will be on a per strand per mile basis.

When provided, the type of facility and the route of the facility will be determined by Company. Company makes no guarantee or warranty of the suitability of Dark Fiber for purposes intended by the Customer.

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SECTION 5. SERVICE DESCRIPTIONS (Cont'd)5.3 Service Descriptions and Technical Specifications (Cont'd)5.3.7 OC-n Point-to-Point Service

Company OC-n Point-to-Point Service provides high speed synchronous optical fiber-based full duplex data transmission capabilities. This service provides optical data transmission with the following characteristics:

- Company OC-3 Service provides channels operating at the terminating bit rate of 155.52 Mbps
- Company OC-12 Service provides channels operating at the terminating bit rate of 622.08 Mbps
- Company OC-48 Service provides channels operating at the terminating bit rate of 2488.32 Mbps

Company OC-n channels may be used to connect:

- A customer-designated premises to another customer-designated premises with Add/Drop Multiplexing capability at wire center locations between the two premises, or a customer-designated premises to another customer-designated premises without the Add/Drop Multiplexing capability.
- A customer-designated premises to a Company location where Add/Drop Multiplexing, Add/Drop Functions, and/or cross-connections are performed.

Company OC-n channels may be connected by:

- Using the appropriate OC-n Add/Drop Multiplexer (mux) along with the Add/Drop Function to Company DS1 and/or Company DS3 at suitably equipped wire centers, or
- Using the full bandwidth premises to premises.

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SECTION 5. SERVICE DESCRIPTIONS (Cont'd)5.3 Service Descriptions and Technical Specifications (Cont'd)5.3.8 OC-n Dedicated Ring Service

Company OC-n Dedicated Ring Service provides a customer a dedicated custom network. The network is in a ring architecture designed to provide increased reliability and functionality connecting multiple customer-designated locations and specified Company wire centers via self healing network designs.

Company OC-n Dedicated Ring Service is an alternative to Company OC-n Point-to-Point Service between multiple customer locations.

The ring will provide connectivity to multiple customer-designated locations (nodes). However, a ring must have a minimum of two nodes, excluding sub-ring nodes. At least one node must be a Company wire center node. A maximum of 16 nodes including regenerators will be allowed per ring.

5.3.8.1 OC-48 Add/Drop Capability

This provides the capability to add/drop lower speed channels from Company OC-48 Dedicated Ring node location via OC-12, OC-3 or DS3 ports. OC-48 Add/Drop Capability at an OC-48 Dedicated Ring Service node location will support one quarter of the port capability of OC48 ring bandwidth. Up to four OC-48 Add/Drop Capability options may be provided at a node with each option supporting one OC-12 port, up to four OC-3 ports, up to 12 DS3 ports, or equivalent combination of OC-3 and DS3 ports.

5.3.8.2 OC-192 Add/Drop Capability

This provides the capability to add/drop lower speed channels from Company OC-192 Dedicated Ring node location via OC-48, OC-48c, OC-12, OC-12c, or OC-3, OC-3c ports. OC-192 Add/Drop Capability at an OC-192 Dedicated Ring Service node location will support up to four OC-48 or OC-48c ports, or up to 16 OC-12 or OC-12c ports, or up to 64 OC-3 or OC-3c ports, or any combination not to exceed 192 STS equivalents.

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SECTION 5. SERVICE DESCRIPTIONS (Cont'd)5.3 Service Descriptions and Technical Specifications (Cont'd)5.3.9 OC-n Add/Drop Multiplexing

An arrangement that allows Company OC-n channel operating at a terminating speed of 155.52 Mbps, 622.08 Mbps, and 2488.32 Mbps, respectively, to add/drop a lower speed channel by using this feature along with the Add/Drop Function as stated below.

OC-3 Add/Drop Multiplexing at a Company wire center will provide the capability to support the full Add/Drop Function capacity of OC-3 Service bandwidth with up to three DS3 Add/Drop Functions or equivalently up to three groups of 28 DS1 Add/Drop Functions.

OC-12 Add/Drop Multiplexing at a Company wire center will provide the capability to support the full Add/Drop Function capacity of OC-12 Service bandwidth with up to four OC-3 Add/Drop Functions or up to 12 DS3 Add/Drop Functions or equivalent combinations of OC-3 and DS3 Add/Drop Functions.

OC-48 Add/Drop Multiplexing at a Company wire center will provide the capability to support one quarter of the Add/Drop Function capacity of OC-48 Service bandwidth. Up to four OC-48 Add/Drop Multiplexing options may be provided with each supporting one OC-12 Add/Drop Function, or up to four OC-3 Add/Drop Functions or up to 12 DS3 Add/Drop Functions or equivalent combination of OC-3 and DS3 Add/Drop Functions.

5.3.10 Customer Provided Equipment

Customer provided terminating equipment such as CSUs, multiplexers, and other terminating equipment may, at the Customer's request, be provided by the Customer, at the Customer's expense. Company makes no guarantees or warranties as to the performance of Customer provided equipment.

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SECTION 5. SERVICE DESCRIPTIONS (Cont'd)

5.3 Service Descriptions and Technical Specifications (Cont'd)

5.3.11 Premier Business Package

The Premier Business Package provides flat rate business lines. This package is available for all customers who reside in one of the exchanges listed in Section 5.10. This business line includes unlimited usage of the following features:

Speed Calling 30
Call Waiting
Three-Way Calling
900/976 Blocking

This package is only available for customers who sign a 12-month or 24-month contract. Termination of such contract will result in charges pursuant to section 4.8.7 of this tariff.

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SECTION 5 - SERVICE DESCRIPTIONS (Cont'd)5.4 Rate Categories

There are six rate categories that may apply to Company's Services.

5.4.1 Channel Terminations

The Channel Termination Rate Category provides for the communications path between a Customer designated premises, and another Customer designated premises. Included as part of the Channel Termination is a standard channel interface arrangement which defines the technical characteristics associated with the type of facilities to which the Company's service is to be connected, and the type of signaling capability (if any). One channel Termination charge applies per Customer designated premises at which the service is terminated.

5.4.2 Channel Mileage

The Channel Mileage Rate Category provides for the transmission facilities between two or more Customer designated premises. The Channel Mileage Rate Category is not applied to services that are less than one V&H computed mile (as described in Section 5.6 of this Tariff), unless specified. Channel Mileage is portrayed in mileage bands. There are two rates that apply for each band, i.e., a flat rate per band and a rate per mile.

5.4.3 Optional Features and Functions

The Optional Features and Functions Rate Category provides for optional services which may be added to a Company's service to improve its quality or characteristics to meet specific communications requirements. These services are not necessarily identifiable with specific equipment, but rather represent the end result in terms of performance characteristics that may be obtained. These characteristics may be derived using various combinations of equipment.

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SECTION 5 - SERVICE DESCRIPTIONS (Cont'd)5.4 Rate Categories (Cont'd)5.4.4 Extraordinary Charges

From time to time, Customers may request special services not addressed specifically by rate elements in this Tariff, or services to locations that may cause Company to incur extraordinary expenses not contemplated in the provision of standard service offerings. These costs include, but are not limited to:

- Additional construction costs
- Building space rental or rights-of-way costs
- Additional equipment
- Special facilities routing

In these cases, the Customer will be billed additional charges computed on an ICB. Special services not addressed in this Tariff shall be approved by the Commission prior to the provision of such service.

5.4.5 Volume Discounts

Discounts for specified dollar volumes of traffic to a specific location or aggregate dollar volumes may apply, as specified in this Tariff, to Customers that subscribe to substantial volumes of Company's services.

5.4.6 Term Discounts

Customers will be eligible for discounts for executing agreements for services for one to seven years, as specified in this Tariff.

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SECTION 5 - SERVICE DESCRIPTIONS (Cont'd)5.5 Application of Rate Elements

The rate categories described in Section 5.4 of this Tariff will be applied as follows:

5.5.1 Point-To-Point Services

- Channel Terminations (when applicable)
- Channel Mileage (when applicable)
- Optional Features and Functions (when applicable)
- Extraordinary Charges (when applicable)
- Volume Discounts (when applicable)
- Term Discounts (when applicable)

5.5.2 Multipoint Services

- Channel Terminations (one per designated Customer location)
- Channel Mileage (when applicable)
- Optional Features and Functions (when applicable)
- Extraordinary Charges (when applicable)
- Volume Discounts (when applicable)
- Term Discounts (when applicable)

5.6 Regulations and Computations of Mileage

Airline mileage, used in connection with determining rates for the Channel Mileage element, is obtained by using the "V" and "H" coordinates assigned to each point as set forth in the National Exchange Carrier Association Tariff FCC No. 4. This procedure is also referenced in the AT&T Tariff FCC No. 10. To determine the airlines distance between any two locations, proceed as follows:

1. Utilize the "V" and "H" coordinates for each Customer designated location.
2. Obtain the difference between the "V" coordinates of each of the locations. Obtain the difference between the "H" coordinates.
3. Square each difference obtained in step 5.6.2 above.
4. Add the square of the "V" difference and the "H" difference obtained in step 3 above.
5. Divide the sum of the square by 10. Round to the next higher whole number if any fraction is obtained.

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SECTION 5 - SERVICE DESCRIPTIONS (Cont'd)5.7 Contract Rates - Special Pricing Arrangements - ICB

5.7.1 In lieu of the rates, terms, and conditions set forth in this Tariff, rates and charges, including minimum usage, installation, special construction and recurring charges for Company's services may be established at negotiated rates on an ICB, taking into account the nature of the facilities and services, the costs of construction and operation, the volume of traffic, the length of service commitment by the Customer, and use of facilities by other Customers. Such arrangements shall be considered Special Pricing Arrangements, the terms of which will be set forth in individual Customer contracts, as filed with the Commission. Unless otherwise specified in the individual Customer contract, the terms, conditions, obligations, and regulations set forth in this Tariff shall be incorporated into, and become a part of, said contract, and shall be binding on Company and Customer. In the event of a conflict between the terms and conditions of this Tariff and an individual Customer contract, the terms and conditions from the individual Customer contract shall apply. Specialized rates or charges will be made available to similarly situated customers on a non-discriminatory basis.

5.7.2 In addition to any rate or charge established by the Company, the Customer will also be responsible for any recurring or non-recurring charges imposed by local exchange telephone companies incurred by or on behalf of the Customer in establishing and maintaining service. Such charges may be billed by the Company or directly by the local exchange company, at the Company's option.

5.8 Taxes5.8.1 Sales, Use, and Excise Taxes

In addition to all recurring, non-recurring, usage or special charges, Customer shall also be responsible for and shall pay all applicable federal, state and local sales, use and excise taxes.

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SECTION 5 - SERVICE DESCRIPTIONS (Cont'd)

5.9 Temporary Promotional Programs

The Company may establish temporary promotional programs wherein it may waive or reduce recurring or non-recurring charges, to introduce a present or potential Customer to a service not previously subscribed to by the Customer. Such promotional service offerings will be filed with the Commission for approval, subject to the requirements of applicable law.

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SECTION 6 - RATES AND CHARGES

6.1 General Regulations

6.1.1 Except as specifically indicated, the rates set forth in this section are for private line services where the originating and terminating points are on Company's existing network. In all other situations, special construction charges may apply in order to connect locations to Company's network.

6.1.2 Services may be provided using one, or a combination of rate elements as outlined in this Tariff.

6.1.3 Unless otherwise indicated, rates apply uniformly in all areas served by Company.

6.1.4 Services for which a rate of "NOC" is listed are not offered currently.

6.2 Charges for Changes to Pending Orders, Service Rearrangements and Expedite Charges

From time to time, customers may request changes to pending orders, rearrangements to existing service, and order completion to standard intervals. In these cases, the Customer will be required to reimburse Company for the increased expenses incurred on an ICB.

6.3 Nonrecurring Charge

Nonrecurring charges will be charged on a time and materials basis.

6.4 Special Construction

6.4.1 Basis for Rates and Charges

Rates and charges for special construction will be based on the costs incurred by the Company and may include: (1) nonrecurring type charges; (2) recurring type charges; (3) termination liabilities; or (4) combinations thereof.

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SECTION 6 - RATES AND CHARGES (Cont'd)

6.4 Special Construction (Cont'd)

6.4.2 Basis for Cost Computation

The costs referred to in Section 6.4.1 may include one or more of the following items to the extent that they are applicable:

- A. cost installed of the facilities to be provided, including estimated costs for the rearrangements of existing facilities. Cost installed includes the cost of:
 - 1. equipment and materials provided or used,
 - 2. engineering, labor and supervision,
 - 3. transportation, and
 - 4. rights-of-way;
- B. cost of maintenance;
- C. depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;
- D. administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;
- E. license preparation, processing and related fees;
- F. tariff preparation, processing and related fees;
- G. any other identifiable costs related to the facilities provided; or
- H. an amount for return and contingencies.

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SECTION 6 - RATES AND CHARGES (Cont'd)6.5 Rates6.5.1 Point-To-Point and Multipoint Services6.5.1.1 DS1 - 1.544 Mbps

	<u>Monthly</u>	<u>NRC</u>
1. Local Distribution Channel		
1 Year	\$150.00	\$600.00
3 Years	\$125.00	\$500.00
5 Years	\$125.00	\$125.00
2. Interoffice Channel		
1 Year	\$440.00	\$600.00
3 Years	\$380.00	\$400.00
5 Years	\$325.00	\$300.00

6.5.1.2 DS3 - 44.736 Mbps

	<u>Monthly</u>	<u>NRC</u>
1. Local Distribution Channel		
1 Year	\$1100.00	\$1000.00
3 Years	\$1000.00	\$ 500.00
5 Years	\$900.00	\$500.00
2. Multiplexing	\$375.00	\$200.00
Mux Ports	\$5.00	\$100.00
3. Interoffice Channel		
1 Year	\$5450.00	\$2000.00
3 Years	\$4950.00	\$2000.00
5 Years	\$4450.00	\$2000.00

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SECTION 6 - RATES AND CHARGES (Cont'd)6.5 Rates (Cont'd)6.5.2 Dark Fiber ServicesRecurring Charges (Per Fiber Strand Per Mile)

Per Strand ICB

Non-recurring Charges (Per Point of Termination)

Per Strand ICB

6.5.3 Service Elements6.5.3.1 Nonrecurring ChargesDescriptionNonrecurring
Charge**Administrative Charge**

- per order

OC-3 Service 155.52 Mbps

ICB

OC-12 Service 622;08 Mbps

ICB

OC-48 Service 2488.32 Mbps

ICB

Design and Central Office Connection Charge

- per circuit

OC-3 Service 155.52 Mbps

ICB

OC-12 Service 622;08 Mbps

ICB

OC-48 Service 2488.32 Mbps

ICB

Customer Connection Charge

- per termination

OC-3 Service 155.52 Mbps

ICB

OC-12 Service 622;08 Mbps

ICB

OC-48 Service 2488.32 Mbps

ICB

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SECTION 6. RATES AND CHARGES (Cont'd)6.5 Rates (Cont'd)6.5.3 Service Elements (Cont'd)6.5.3.2 Monthly Payment

<u>Description</u>	<u>Monthly Payment</u>
Local Distribution Channel	
- per point of termination	
OC-3	ICB
OC-12	ICB
OC-48	ICB
Channel Mileage Termination	
- per point of Mileage Termination	
OC-3	ICB
OC-12	ICB
OC-48	ICB
Channel Mileage	
- per mile	
OC-3	ICB
OC-12	ICB
OC-48	ICB
Optional Features:	
Add/Drop Multiplexing	
- per arrangement	
OC-3	ICB
OC-12	ICB
OC-48	ICB
Add/Drop Function	
- OC-3 Service	
- per DS3 Add or Drop	ICB
- per DS1 Add or Drop	ICB
- OC-12 Service	
- per OC-3 Add or Drop	ICB
- per DS3 Add or Drop	ICB
- OC-48 Service	
- per OC-12 Add or Drop	ICB
- per OC-3 Add or Drop	ICB
- per DS3 Add or Drop	ICB

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SECTION 6. RATES AND CHARGES (Cont'd)6.5 Rates (Cont'd)6.5.3 Service Elements (Cont'd)

6.5.3.2 Monthly Payment

Description	Monthly Payment		NRC
	12-Month	24-Month	
Premier Business Package	\$54.95	\$53.95	\$76.00

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EXHIBIT 6

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES
GOVERNING THE PROVISION OF INTEREXCHANGE SERVICES
WITHIN THE STATE OF SOUTH CAROLINA

This Tariff applies to Interexchange Telecommunications Services furnished by Kentucky Data Link, Inc., between one or more points within the State of South Carolina. This Tariff is on file with the Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business, 3701 Communications Way, Evansville, IN 47715.

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CHECK SHEET

The pages of this Tariff are effective as of the date shown. The original and revised pages named below contain all changes from the original tariff and are in effect on the date shown.

<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>
1	Original	37	Original
2	Original	38	Original
3	Original	39	Original
4	Original	40	Original
5	Original	41	Original
6	Original	42	Original
7	Original	43	Original
8	Original	44	Original
9	Original	45	Original
10	Original	46	Original
11	Original	47	Original
12	Original	48	Original
13	Original	49	Original
14	Original	50	Original
15	Original	51	Original
16	Original	52	Original
17	Original	53	Original
18	Original	54	Original
19	Original	55	Original
20	Original	56	Original
21	Original	57	Original
22	Original		
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TARIFF FORMAT

1. Page Numbering - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.A.
2. Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Because of various suspension periods, deferrals, etc. the Commission follows in its tariff approval process, the most current page number on file with the Commission is not always the tariff page in effect.
3. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
 - 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.a.
 - 2.1.1.A.1.a.i.
 - 2.1.1.A.1.a.i.i.
4. Check Sheets - When a Tariff filing is made with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on the check sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular page is the most current on file with the Commission.

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SECTION 1 - EXPLANATION OF SYMBOLS

The following symbols shall be used in this Tariff for the purpose indicated below:

- C - To signify changed regulation.
- D - To signify discontinued rate or regulation.
- I - To signify increased rate.
- M - To signify a move in the location of text.
- N - To signify new rate or regulation.
- R - To signify reduced rate.
- S - To signify reissued matter.
- T - To signify a change in text but no change in rate or regulation.

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SECTION 2 - DEFINITIONS

Certain terms used generally throughout this Tariff are described below.

Advance Payment

Part or all of a payment required before the start of service.

Access Services

The Company's interstate telephone services offered pursuant to this Tariff.

Authorized User

A person, firm, or corporation which is authorized by the customer or joint user to be connected to the service of the customer or joint user, respectively.

Catastrophic Interruption

A complete cable cut, an equipment enclosure fire, an explosion, or any other circumstance of an extraordinary and catastrophic nature.

Commission

The South Carolina Public Service Commission

Company

The term "Company" denotes Kentucky Data Link, Inc.

Customer

The person, firm, or corporation that orders service and is responsible for the payment of charges and compliance with the Company's regulations.

Dedicated or Private Line

A facility or equipment system or subsystem set aside for the sole use of a specific Customer.

End User or User

Any person or entity that obtains the Company's services provided under this Tariff, regardless of whether such person or entity is so authorized by the Customer.

Enhanced Services

Services offered over common carrier transmission facilities that employ computer processing applications that act on the format, content, code, protocol, or similar aspects of the Customer's transmitted information; and/or that provide Customer additional, different, or restructured information; and/or that is transmitted in packet format; and/or that offers the capability for generating, acquiring, storing, transforming, processing, retrieving, utilizing, making available, or interacting with information.

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SECTION 2 - DEFINITIONS (Cont'd)

ICB or Individual Case Basis

A service arrangement in which the regulation, rates and charges are developed based on the specific circumstances of the case.

LATA

A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the NATIONAL EXCHANGE CARRIER ASSOCIATION, Inc. Tariff F.C.C. No. 4.

Network

Refers to the Company's facilities, equipment, and services provided under this Tariff.

Network Service

Intrastate communications service providing one-way and/or two-way information transmissions originating from points within the State of South Carolina.

Non-Catastrophic Interruption

All interruptions other than Catastrophic Interruptions.

Service Commencement Date

The first date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this Tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and the Customer may mutually agree on a substitute Service Commencement Date. If the Company does not have an executed Service Order from a Customer, the Service Commencement Date will be the first date on which the service or facility was used by a Customer.

Service Order

The written request for dedicated services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this Tariff, but the duration of the service is calculated from the Service Commencement Date. Should a Customer use the Company's dedicated service without an executed Service Order, the Company will then request the Customer to submit a Service Order.

Shared

A facility or equipment system or subsystem that can be used simultaneously by several Customers.

User

A Customer, joint user, or any other person authorized by a Customer to use service provided under this Tariff.

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SECTION 3 - APPLICATION OF TARIFF

- 3.1 This Tariff applies to intrastate, interexchange private line service supplied to Customers.

This Tariff applies only to the extent that services provided hereunder are used by a Customer for the purpose of originating or terminating intrastate communications. A communication is "intrastate" only if all points of origination and termination are located within the State of South Carolina.

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SECTION 4 - REGULATIONS**4.1 Undertaking of the Company****4.1.1 Scope**

The Company undertakes to furnish dedicated and private line services in accordance with the terms and conditions set forth in this Tariff. Applications for initial or additional service made verbally or in writing become a contract upon the establishment of the service or facility.

4.1.2 Shortage of Facilities

All service is subject to the availability of suitable facilities. The Company reserves the right to limit the length of communications or to discontinue furnishing services when necessary because of the lack of transmission medium capacity or because of any causes beyond its control.

4.1.3 Terms and Conditions

- A. Service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in this Tariff, a month is considered to have 30 days.
- B. Customers may be required to enter into written Service Orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this Tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- C. In any action between the parties to enforce any provision of this Tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.
- D. This Tariff shall be interpreted and governed by the laws of the State of South Carolina, regardless of its choice of laws provision.

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SECTION 4 - REGULATIONS (Cont'd)

4.1 Undertaking of the Company (Cont'd)

4.1.4 Limitations on Liability

- A. Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including, but not limited to, mistakes, omissions, interruptions, delays, or errors, or other defects, misrepresentations, or use of these services; or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in this Tariff.
- B. Except for the extension of allowances to the Customer for interruptions in service as set forth in this Tariff, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- C. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

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SECTION 4 - REGULATIONS (Cont'd)

4.1 Undertaking of the Company (Cont'd)

4.1.4 Limitations on Liability (Cont'd)

- D. The Company shall not be liable for any claims for loss or damages involving:
1. Any act or omission of: (a) the Customer; (b) any other entity furnishing service, equipment, or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers or warehousemen;
 2. Any delay or failure of performance or equipment due to causes beyond the Company's control, including, but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
 3. Any unlawful or unauthorized use of the Company's facilities and services;
 4. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services with Customer-provided facilities or services;
 5. Breach in the privacy or security of communications transmitted over the Company's facilities;

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SECTION 4 - REGULATIONS (Cont'd)4.1 Undertaking of the Company (Cont'd)4.1.4 Limitations on Liability (Cont'd)

D. (Cont'd)

6. Changes in any of the facilities, operations, or procedures of the Company that render any equipment, facilities, or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities, or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in this Tariff.
7. Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;
8. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
9. Any intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company;
10. Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this Tariff;
11. Any noncompletion of calls due to network busy conditions;
12. Any calls not actually attempted to be completed during any period that service is unavailable;
13. Any non-completion of communications, including, but not limited to, any inability to send, receive, or access enhanced services, such as electronic mail, voice mail, Internet sites, and data or application services.

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SECTION 4 - REGULATIONS (Cont'd)4.1 Undertaking of the Company (Cont'd)4.1.4 Limitations on Liability (Cont'd)

- E. The Company shall be indemnified, defended, and held harmless by the Customer or end user from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage, or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use, or removal of any Company or Customer equipment or facilities or service provided by the Company.
- F. The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. The Company shall be indemnified, defended, and held harmless by the Customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage, or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use, or removal of any equipment or facilities or the service.

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SECTION 4 - REGULATIONS (Cont'd)

4.1 Undertaking of the Company (Cont'd)

4.1.4 Limitations on Liability (Cont'd)

- G. The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for service to the Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or nonpreemptibility as may be provided by the other entities.
- H. Except as otherwise stated in this Tariff, any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.
- I. THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

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SECTION 4 - REGULATIONS (Cont'd)4.1 Undertaking of the Company (Cont'd)4.1.5 Testing and Adjusting

Upon suitable notice, the Company may make such tests, adjustments, and inspections as may be necessary to maintain the Company's facilities in satisfactory operating condition. No interruption allowance will be credited to the Customer for the period during which the Company makes such tests, adjustments, or inspections.

4.1.6 Provision of Equipment and Facilities

- A. Except as otherwise indicated, Customer-provided station equipment at the Customer's premises for use in conjunction with this service shall be so constructed, maintained, and operated as to work satisfactorily with the facilities of the Company.
- B. The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to service furnished pursuant to this Tariff, the responsibility of the Company shall be limited to the furnishing of services under this Tariff and to the maintenance and operation of such services in the proper manner. Subject to this responsibility, the Company shall not be responsible for:
 - 1. the through transmission of signals generated by Customer-provided equipment or for the quality of, or defects in, such transmission; or
 - 2. the reception of signals by Customer-provided equipment; or
 - 3. network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

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SECTION 4 - REGULATIONS (Cont'd)4.1 Undertaking of the Company (Cont'd)4.1.7 Special Construction

Subject to the arrangement of the Company and to all of the regulations contained in this Tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken:

- A. where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- B. of a type other than that which the Company would normally utilize in the furnishing of its services;
- C. over a route other than that which the Company would normally utilize in the furnishing of its services;
- D. in a quantity greater than that which the Company would normally construct;
- E. on an expedited basis;
- F. on a temporary basis until permanent facilities are available;
- G. involving abnormal costs; or
- H. in advance of its normal construction.

Special construction charges will be determined as described herein.

4.1.8 Ownership of Facilities

Title to all facilities provided in accordance with this Tariff remains in the Company, its agents, contractors, or suppliers.

SECTION 4 - REGULATIONS (Cont'd)4.2 Prohibited Uses

- A. The services the Company offers shall not be used for any unlawful purpose or for any use for which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents, and permits.
- B. The Company may require applicants for service who intend to use the Company's offering for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offering complies with relevant laws and regulations, policies, orders, and decisions.
- C. The Company may require a Customer to immediately shut down its transmission if such transmission is causing interference to others.
- D. A Customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated Access Services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this Tariff will apply.

4.3 Obligations of the Customer4.3.1 Customer Premises Provisions

- A. The Customer shall provide the personnel, power, and space required to operate all facilities and associated equipment installed on the premises of the Customer.
- B. The Customer shall be responsible for providing Company personnel access to premises of the Customer at any reasonable hour for the purpose of testing the facilities or equipment of the Company.

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SECTION 4 - REGULATIONS (Cont'd)4.3 Obligations of the Customer (Cont'd)4.3.2 Liability of the Customer

- A. The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invitees, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- B. To the extent caused by any negligent or intentional act of the Customer as described in Subsection A, preceding, the Customer shall indemnify, defend, and hold harmless the Company from and against all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees, for: (1) any loss, destruction, or damage to property of any third party; (2) the death of or injury to persons, including, but not limited to, employees or invitees of either party; and (3) any liability incurred by the Company to any third party pursuant to this or any other Tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.
- C. The Customer shall not assert any claim against any other customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this Tariff including, but not limited to, mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other customer or user and not by any act or omission of the Company. Nothing in this Tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

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SECTION 4 - REGULATIONS (Cont'd)4.4 Customer Equipment and Channels4.4.1 Interconnection of Facilities

In order to protect the Company's facilities and personnel and the services furnished to other customers by the Company from potentially harmful effects, the signals applied to the Company's service shall be such as not to cause damage to the facilities of the Company. Any special interface equipment necessary to achieve the compatibility between facilities of the Company and the channels or facilities of others shall be provided at the Customer's expense.

4.4.2 Inspections

- A. The Company may, upon notification to the Customer, at a reasonable time, make such tests and inspections as may be necessary to determine that the requirements regarding the equipment and interconnections are being complied with in respect to the installation, operation and maintenance of Customer-provided equipment and in the wiring of the connection of Customer channels to Company-owned facilities.
- B. If the protective requirements in connections with Customer provided equipment are not being complied with, the Company may take such action as necessary to protect its facilities and personnel and will promptly notify the Customer by registered mail in writing of the need for protective action. In the event that the Customer fails to advise the Company within ten (10) days after such notice is received or within the time specified in the notice that corrective action has been taken, the Company may take whatever additional action is deemed necessary, including canceling service, to protect its facilities and personnel from harm. The Company will upon request 24 hours in advance provide Customer with a statement of technical parameters that the Customer's equipment must meet.

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SECTION 4 - REGULATIONS (Cont'd)

4.4 Customer Equipment and Channels (Cont'd)

4.4.3 Station Equipment

- A. Customer-provided terminal equipment on the premises of the Customer or other authorized user, the operating personnel there, and the electric power consumed by such equipment shall be provided by and maintained at the expense of the Customer, authorized user, or joint user.
- B. The Customer or other authorized user is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

4.4.4 Interconnection Provisions

Facilities furnished under this Tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this Tariff.

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SECTION 4 - REGULATIONS (Cont'd)4.5 Customer Deposits and Advance Payments4.5.1 Advance Payments

To safeguard its interests, the Company may require a Customer to make an Advance Payment before services and facilities are furnished. The Advance Payment will not exceed an amount up to two months of estimated monthly usage charges. In addition, where special construction is involved, the Advance Payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The Advance Payment will be credited to the Customer's initial bill. An advance payment may be required in addition to a deposit.

4.5.2 Deposits

- A. The Company reserves the right to examine the credit record of the Customer. If the Customer's financial condition is unknown or unacceptable to the Company, the Customer may be required to provide the Company with a security deposit, which the Company may apply against overdue charges. The amount of the security deposit shall be equal to two (2) months estimated usage for residential service and two (2) months for business service. The amount of the deposit may be adjusted at the request of the Customer, applicant, or the Company at any time when the character or degree of use of the service materially changes or when it is clearly established that the character or degree of use of service will materially change in the immediate future. The estimated charges for Customers shall be based on the average monthly billing of the past six (6) months to that Customer. In the case of an applicant for service or a present customer who does not have six (6) months service with the Company, the Company may use the average monthly bill for that class and type of service to determine the correct amount for that deposit. The estimated deposit for an applicant may take into consideration past billing history for service of another carrier if service was provided within the State of South Carolina and within six (6) months of the application.

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SECTION 4 - REGULATIONS (Cont'd)

4.5 Customer Deposits and Advance Payments (Cont'd)

4.5.2 Deposits (Cont'd)

- B. The Company may request that a maximum of 1/3 of the amount of a requested deposit from any customer be paid within twelve (12) days after the date of the request for deposit. An applicant may be requested to pay no more than 1/3 of the deposit amount prior to the establishment of service. At least two billing periods shall be allowed for the balance of the deposit. A Customer or applicant may, at their option, pay the deposit on a more expedited schedule.
- C. Deposits plus interest will be refunded to the Customer after twelve (12) consecutive months, so long as:
 - 1. the Customer has paid any past due bill for service owed to the Company;
 - 2. service has not been discontinued for nonpayment;
 - 3. the Customer has not paid four (4) times; or
 - 4. the Company has not provided evidence that the Customer used a device or scheme to obtain service without payment.
- D. If the Company does not return a Customer's deposit after twelve (12) months, the Company shall provide the Customer with the reasons the deposit is being retained if the Customer so requests.

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SECTION 4 - REGULATIONS (Cont'd)4.5 Customer Deposits and Advance Payments (Cont'd)4.5.2 Deposits (Cont'd)

- E. A deposit may be required in addition to an Advance Payment.
- F. Deposits plus interest shall be returned when service has been terminated for more than thirty (30) days, less the amount of unpaid bills, if any, for that service. A transfer of service from one premise to another within the area served by the Company shall not be deemed a termination of service by the Company if the class of service remains the same. When a deposit plus interest is applied to the liquidation of unpaid bills, the Company will provide the Customer with a statement showing the amount of the unpaid bill(s) liquidated by the deposit plus interest, and the balance remaining due either to the Customer or the Company.
- G. All deposit refunds will be by separate check and not by credits to the Customer's account, unless the deposit is used to pay the Customer's final bill. When a deposit or portion of a deposit is refunded, the Company will issue a cancellation Notice. Refunds of less than one dollar (\$1.00) need not be issued.
- H. Interest shall be paid on all deposits held by the Company. The rate of interest will be paid at six percent (6%) or at such interest rate as set forth by the Commission. In December of each year the Commission shall announce the rate of interest which shall be paid on all deposits held during all or part of the subsequent year. At the request of a Customer, the Company shall compute the accrued interest upon the deposit and pay such amount to the Customer. The Company need not make such payment more often than once in a twelve (12) month period, nor sooner than twelve (12) months after receipt of a deposit.

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SECTION 4 - REGULATIONS (Cont'd)

4.5 Customer Deposits and Advance Payments (Cont'd)

4.5.2 Deposits (Cont'd)

- I. In the event that a Customer pays a bill to the Company and the billing is later found to be incorrect due to an error either in charging more than the published rate, in measuring the quantity or volume of service provided, or in charging for the incorrect class of service, the Company shall refund the overcharge with interest from the date of overpayment by the Customer.

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SECTION 4 - REGULATIONS (Cont'd)

4.6 Payment Arrangements

4.6.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer.

A. Taxes

The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however, designated) (excluding taxes on the Company's net income) imposed on or based upon the provision, sale or use of Network Services.

4.6.2 Billing and Collection of Charges

The Customer is responsible for payment of all charges incurred by the Customer or other users for services and facilities furnished to the Customer by the Company.

- A. Non-recurring charges are due and payable within thirty (30) days after the date of the invoice.
- B. The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within thirty (30) days after the date of the invoice. When billing is based upon Customer usage, usage charges will be billed monthly for the preceding billing period.
- C. When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.

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SECTION 4 - REGULATIONS (Cont'd)4.6 Payment Arrangements (Cont'd)4.6.2 Billing and Collection of Charges (Cont'd)

- D. Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this Tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- E. If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the date due, multiplied by a late factor. The late factor shall be the lesser of:
1. a rate of 1.5 percent per month; or
 2. the highest interest rate that may be applied under state law for commercial transactions.
- F. The Customer will be assessed a charge of Twenty-Five Dollars (\$25.00) for each check submitted by the Customer to the Company that a financial institution refuses to honor.
- G. If service is disconnected by the Company in accordance with Section 4.6.4 following and later reinstalled, service will be subject to all applicable installation charges. If service is suspended by the Company and later restored, service will be subject to all applicable restoration charges.

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SECTION 4 - REGULATIONS (Cont'd)4.6 Payment Arrangements (Cont'd)4.6.3 Billing DisputesA. General

All bills are presumed accurate, and shall be binding on the Customer unless notice of the disputed charge(s) is received by the Company. For the purposes of this section, "notice" is defined as verbal or written notice to the Company, containing sufficient documentation to investigate the dispute, including the account number under which the bill has been rendered, the date of the bill, and the specific items on the bill being disputed. When a Customer disputes a bill, the Company shall not discontinue service for nonpayment as long as the Customer (1) pays the undisputed portion of the bill; (2) pays all future bills by the due date and (3) enters into discussions with the Company to settle the dispute.

B. Late Payment Charge

1. The undisputed portions of the bill must be paid by the payment due date to avoid assessment of a late payment charge on the undisputed amount as provided in this Tariff.
2. In the event that a billing dispute is resolved by the Company in favor of the Customer, any disputed amount withheld pending resolution of the billing dispute shall not be subject to the late payment charge. No late payment shall be charged on any disputed bill paid within fourteen (14) days of resolution of the dispute if the complaint was filed before the bill became past due.
3. In the event that a billing dispute is resolved in favor of the Company, the Customer shall pay the late payment charge.

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SECTION 4 - REGULATIONS (Cont'd)

4.6 Payment Arrangements (Cont'd)

4.6.3 Billing Disputes (Cont'd)

C. Adjustments or Refunds to the Customer

1. In the event that the Company resolves the billing dispute in favor of a Customer who has withheld payment of the disputed amount pending resolution of the disputed bill, the Company will credit the Customer's account for the disputed amount in the billing period following the resolution of the dispute.
2. In the event that the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill, the Company will credit the Customer's account for any overpayment by the Customer in the billing period following the resolution of the dispute.
3. In the event that the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill but canceled the service, the Company will issue a refund of any overpayment by the Customer.
4. All adjustments or refunds provided by the Company to the Customer at the Customer's request, or provided by the Company to the Customer by way of compromise of a billing dispute, and which are accepted by the Customer, are final and constitute full satisfaction, settlement, and/or compromise of all of the Customer's claims for the billing period for which the adjustment or refund was issued.

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SECTION 4 - REGULATIONS (Cont'd)

4.6 Payment Arrangements (Cont'd)

4.6.3 Billing Disputes (Cont'd)

D. Unresolved Billing Disputes

In the case of a billing dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled to the mutual satisfaction of the Customer and the Company, the Customer may take the following course of action.

1. First, the Customer may request and the Company will provide an in-depth review of the disputed amount.
2. Second, if after investigation and review by the Company, a disagreement remains as to the disputed amount, the Customer may file an appropriate complaint with:

South Carolina Public Service Commission
101 Executive Center Dr., Suite 100
Columbia, SC 29210
Phone: 803-896-5100

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SECTION 4 - REGULATIONS (Cont'd)4.6 Payment Arrangements (Cont'd)4.6.4 Discontinuance of Service for Cause

- A. Service may be discontinued after the Company has mailed or delivered by other means a written notice of discontinuance. Service will not be discontinued until at least five (5) days after delivery of this notice or eight (8) days after the postmark date on a mailed notice. The notice of discontinuance shall be delivered separately from any other written matter or bill. The Company, after notice in writing to the Customer and after having given the Customer an appropriate opportunity to respond to such notice, may terminate service for the following reasons:
1. For failure of the Customer to pay a bill for Company service when due. Service will not be disconnected after 12 noon a day before or on any Saturday, Sunday, legal holiday recognized by the State of South Carolina, or any day when the Company's business offices are not open for business. Services may be discontinued only between the hours of 8 a.m. and 2 p.m. unless the Company is prepared to restore service within three hours after receipt of payment.
 2. For failure of the Customer to meet the Company's deposit and credit requirements;
 3. For Customer's violation of any of the Company's rules on file with the Commission;
 4. For failure of the Customer to provide the Company reasonable access to its equipment and property;
 5. For Customer's breach of the contract for service between the Company and the Customer;

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SECTION 4 - REGULATIONS (Cont'd)

4.6 Payment Arrangements (Cont'd)

4.6.4 Discontinuance of Service for Cause (Cont'd)

A. (Cont'd)

6. For failure of the Customer to furnish such service, equipment, and/or rights-of-way necessary to serve said Customer as shall have been specified by the Company as a condition of obtaining service; or

7. When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.

B. The Company shall not use any credit reports other than those reflecting the purchase of the Company's services to determine the adequacy of a Customer's credit history without the permission in writing of the Customer. The Company shall not disconnect service on the basis of general cases of bankruptcy and insolvency that are unrelated to the use of the Company's services.

C. The Company may immediately disconnect service without notice in the case of tampering with the Company's equipment, hazardous conditions, or Customer use of equipment that adversely affects the Company's equipment or service.

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SECTION 4 - REGULATIONS (Cont'd)

4.6 Payment Arrangements (Cont'd)

4.6.4 Discontinuance of Service for Cause (Cont'd)

- D. Service shall not be disconnected on any Friday, Saturday, Sunday, or legal holiday, or at any time when the Company's business offices are not open to the public, except where an emergency exists.
- E. In the event of fraudulent use of the Company's Network, the Company must obtain an injunction before disconnecting service. The Customer will be liable for all related costs. The Customer will also be responsible for payment of any reconnection charges.
- F. Upon the Company's discontinuance of service to the Customer under this section, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this Tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent).

4.6.5 Notice to Company for Cancellation of Service

Customer may cancel service by providing five (5) days notice to the Company. Customer may cancel service by notifying the Company in person, by telephone message, or in a written notice. However, the Company will need a signed written statement for official documentation purposes.

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SECTION 4 - REGULATIONS (Cont'd)4.6 Payment Arrangements (Cont'd)4.6.6 Customer Overpayment

The Company will pay interest on a Customer overpayment. Customer overpayment shall mean a payment to the Company in excess of the correct charges for service when caused by erroneous billing by the Company. The rate of interest shall be the unadjusted interest rate paid on Customer deposits or the late payment penalty rate, whichever is greater. Interest shall be paid from the date when the Customer overpayment was made, adjusted for any changes in the deposit interest rate or late payment penalty rate, and compounded monthly, until the date when the overpayment is refunded. No interest shall be paid on Customer overpayments that are refunded within thirty (30) days after such overpayment is received by the Company.

4.6.7 Cancellation of Application for Service

- A. The Customer may cancel an application for service prior to installation of the equipment provided that the Customer immediately pay the Company any out of pocket expenses incurred by the Company plus a cancellation fee of two times the applicable monthly recurring service charge.
- B. Out of pocket expenses include but are not limited to the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.

4.7 Back Billing

Company shall be entitled to revise bills previously rendered to adjust for previously rendered unbilled service, or adjust upward a bill previously rendered in accordance with the Commission.

SECTION 4 - REGULATIONS (Cont'd)

4.8 Allowances for Interruptions in Service

4.8.1 General

- A. A credit allowance will be given when service is interrupted, except as specified below. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this Tariff.
- B. An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- C. If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.

4.8.2 Limitations of Allowances

No credit allowance will be made for any interruption in service:

- A. Due to the negligence of or noncompliance with the provisions of this Tariff by any person or entity other than the Company, including, but not limited to, the Customer or other common carriers connected to the service of the Company;
- B. Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- C. Due to circumstances or causes beyond the control of the Company;

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SECTION 4 - REGULATIONS (Cont'd)

4.8 Allowances for Interruptions in Service (Cont'd)

4.8.2 Limitations of Allowances (Cont'd)

- D. During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- E. During any period in which the Customer continues to use the service on an impaired basis;
- F. During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- G. That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction;
- H. That was not reported to the Company within thirty (30) days of the date that service was affected; and
- I. That occurs during the course of routine maintenance, testing and/or adjustment of the Network or facilities related to the provisions of service.

4.8.3 Use of Another Means of Communications

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

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SECTION 4 - REGULATIONS (Cont'd)

4.8 Allowances for Interruptions in Service (Cont'd)

4.8.4 Application of Credits for Interruptions in Service

- A. Credits for interruptions in service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- B. For calculating credit allowances, every month is considered to have thirty (30) days.

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SECTION 4 - REGULATIONS (Cont'd)

4.8 Allowances for Interruptions in Service (Cont'd)

4.8.4 Application of Credits for Interruptions in Service (Cont'd)

- C. No credit allowance will be given for an interruption of eight (8) hours or less in the case of a Catastrophic Interruption, or of three (3) hours or less in the case of a Non-Catastrophic Interruption. Customer shall be credited for an interruption in excess of eight (8) hours or three (3) hours, as the case may be, at the rate of 1/1440 of the monthly charges applicable to Customer's service which is subject to the interruption for each half hour or major fraction thereof that an interruption continues, such interruption to be measured from (i) the time of notice by Customer to Company that an interruption has occurred to (ii) the time of restoration. No more than thirty (30) days credit will be allowed for any one-month period.

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SECTION 4 - REGULATIONS (Cont'd)4.8 Allowances for Interruptions in Service (Cont'd)4.8.5 Cancellation For Service Interruption

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of eight hours or more or cumulative service credits equaling 16 hours in a continuous 12-month period. The right to cancel service under this provision applies only to the single circuit that has been subject to the outage or cumulative service credits.

4.8.6 Cancellation of Service/Termination Liability

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption, Customer agrees to pay to Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in this Tariff.

4.8.7 Termination Liability

Customer's termination liability for cancellation of service shall be equal to:

1. all unpaid Non-Recurring charges reasonably expended by Company to establish service to Customer, plus;
2. any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus;
3. all Recurring Charges specified in the applicable Service Order for the balance of the then current term discounted at the prime rate announced in the Wall Street Journal on the third business day following the date of cancellation;
4. minus a reasonable allowance for costs avoided by the Company as a direct result of Customer's cancellation.

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SECTION 4 - REGULATIONS (Continued)4.9 Customer Liability for Unauthorized Use of the Network4.9.1 Unauthorized Use of the Network

- A. Unauthorized use of the Network occurs when: (1) a person or entity that does not have actual, apparent, or implied authority to use the Network, obtains the Company's services provided under this Tariff; or (2) a person or entity that otherwise has actual, apparent, or implied authority to use the Network, makes fraudulent use of the Network to obtain the Company's services provided under this Tariff, or uses specific services that are not authorized.
- B. The following activities constitute fraudulent use:
1. Using the Network to transmit a message, locate a person, or otherwise give or obtain information, without payment for the service;
 2. Using or attempting to use the Network with the intent to avoid payment, either in whole or part, of any of the Company's tariffed charges by either rearranging, tampering with, or making connections not authorized by this Tariff to any service components used to furnish the Company's services or using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices;
 3. Using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices to defraud or mislead callers.
- C. Customers are advised that use of telecommunications equipment and services, including that provided under this Tariff, carries a risk of various forms of telecommunications fraud (including, but not limited to, toll and PBX fraud perpetrated by Users who gain access to a Customer's facilities, account numbers, security or authorization codes, etc.). Customers should take all necessary steps to restrict access to their facilities, including the equipment and services provided hereunder, and to detect and prevent unauthorized use of the equipment and services provided by the Company under this Tariff.

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SECTION 4 - REGULATIONS (Cont'd)

4.9 Customer Liability for Unauthorized Use of the Network (Cont'd)

4.9.2 Liability for Unauthorized Use

- A. Except as provided for elsewhere in this Tariff, the Customer is responsible for payment of all charges for services provided under this Tariff furnished to the Customer or User. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by Users or other third parties, the Customer's employees, or the public.
- B. The Customer is liable for all costs incurred as a result of unauthorized use of the Network, including service charges and any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive charges.
- C. The Customer is responsible for payment of any charges related to the suspension and/or termination of service, and any charges for reconnection of service, incurred as a result of unauthorized use of the Network.

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SECTION 5 - SERVICE DESCRIPTIONS**5.1 General**

The various types of Company service offerings are described below. Company services are billed at predetermined monthly rates. Recurring charges are billed in advance of the month in which service is performed. In addition, the optional features and any extraordinary installation costs other than recurring and non-recurring charges may apply as described herein. Customers requesting these services may subscribe to services on a month-to-month basis, or on an individual case basis as described in Section 5.7. The Company concurs in the maps and legal descriptions of BellSouth Telecommunications, Inc. on file with the Commission.

5.2 Service Configurations

There are two types of service configurations over which Company's services are provided: point-to-point and multipoint service.

5.2.1 Point-To-Point Service

Point-To-Point Service connects two Customer-designated premises, either on a directly connected basis, or through a hub where multiplexing functions are performed.

5.2.2 Multipoint Service

Multipoint Services connect three or more Customer designated premises through a Company hub. There is no limitation on the number of locations connected via multipoint service. However, when more than three points are provided in tandem, the quality of service may be degraded. Multipoint service may be provided where technically possible. If Company determines that the requested characteristics for a multipoint service are not compatible, the Customer will be advised and given the opportunity to change the order within sixty (60) days.

SECTION 5 - SERVICE DESCRIPTIONS (Cont'd)5.3 Service Descriptions and Technical Specifications

The following service descriptions and technical specifications will apply to Company's services.

5.3.1 DS-1 Service

DS-1 Service, or Digital Signal Level 1 Service, is a channel for the transmission of 1.544 Mbps or 2.048 Mbps data. Intermediate bit rate channels in multiple increments of either 56 kbps or 64 kbps up to 1.544 Mbps are also available. The actual bit rate and framing format is a function of the channel interface selected by the Customer. DS-1 Channels are provided between Customer designated locations and between Customer designated locations and a Company's hub.

5.3.2 DS-3 Service

DS-3 Service, or Digital Signal Level 3 Service, is a channel for the transmission of 44.736 Mbps data or higher. The actual bit rate and framing format is a function of the channel interface selected by the Customer. DS-3 Channels are provided between Customer designated locations and/or between Customer designated locations and a Company's hub. DS-3 service is provided with an electrical interface.

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SECTION 5 - SERVICE DESCRIPTIONS (Cont'd)

5.3 Service Descriptions and Technical Specifications (Cont'd)

5.3.3 Fractional DS-1 Service (NOC)

Fractional DS-1 service consists of two to 24 DS-0 or DDS channels between two Customer designated locations, utilizing DS-1 level facilities, and multiplexing arrangements.

5.3.4 M13 Multiplexing (ICB)

An arrangement that converts a 44.736 Mbps into 28 DS-1 channels using digital time division multiplexing.

5.3.5 DS-1 to DS-0 Multiplexing

An arrangement that converts a 1.544 Mbps channel into 24 channels for use with Voice Grade Facilities or DDS.

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SECTION 5 - SERVICE DESCRIPTIONS (Cont'd)5.3 Service Descriptions and Technical Specifications (Cont'd)5.3.6 Dark Fiber Services

Dark Fiber facilities shall normally be installed using single mode, fiber optic facilities suitable for provisioning point-to-point communications, transmitting at Customer specified bandwidths. Multimode fiber, at the Customer's request, may be used depending upon facilities availability. These Dark Fiber facilities are available only where sufficient facilities are provided in Company's network, and charges will be provided on an ICB, as filed with the Commission. Dark Fiber will be offered in capacities of one strand and above, with the fiber terminating on a standard optical patch panel. As Company does not provide the electronics, Company cannot test and monitor the facilities. When available, pricing will be on a per strand per mile basis.

When provided, the type of facility and the route of the facility will be determined by Company. Company makes no guarantee or warranty of the suitability of Dark Fiber for purposes intended by the Customer.

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SECTION 5. SERVICE DESCRIPTIONS (Cont'd)5.3 Service Descriptions and Technical Specifications (Cont'd)5.3.7 OC-n Point-to-Point Service

Company OC-n Point-to-Point Service provides high speed synchronous optical fiber-based full duplex data transmission capabilities. This service provides optical data transmission with the following characteristics:

- Company OC-3 Service provides channels operating at the terminating bit rate of 155.52 Mbps
- Company OC-12 Service provides channels operating at the terminating bit rate of 622.08 Mbps
- Company OC-48 Service provides channels operating at the terminating bit rate of 2488.32 Mbps

Company OC-n channels may be used to connect:

- A customer-designated premises to another customer-designated premises with Add/Drop Multiplexing capability at wire center locations between the two premises, or a customer-designated premises to another customer-designated premises without the Add/Drop Multiplexing capability.
- A customer-designated premises to a Company location where Add/Drop Multiplexing, Add/Drop Functions, and/or cross-connections are performed.

Company OC-n channels may be connected by:

- Using the appropriate OC-n Add/Drop Multiplexer (mux) along with the Add/Drop Function to Company DS1 and/or Company DS3 at suitably equipped wire centers, or
- Using the full bandwidth premises to premises.

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SECTION 5. SERVICE DESCRIPTIONS (Cont'd)5.3 Service Descriptions and Technical Specifications (Cont'd)5.3.8 OC-n Dedicated Ring Service

Company OC-n Dedicated Ring Service provides a customer a dedicated custom network. The network is in a ring architecture designed to provide increased reliability and functionality connecting multiple customer-designated locations and specified Company wire centers via self healing network designs.

Company OC-n Dedicated Ring Service is an alternative to Company OC-n Point-to-Point Service between multiple customer locations.

The ring will provide connectivity to multiple customer-designated locations (nodes). However, a ring must have a minimum of two nodes, excluding sub-ring nodes. At least one node must be a Company wire center node. A maximum of 16 nodes including regenerators will be allowed per ring.

5.3.8.1 OC-48 Add/Drop Capability

This provides the capability to add/drop lower speed channels from Company OC-48 Dedicated Ring node location via OC-12, OC-3 or DS3 ports. OC-48 Add/Drop Capability at an OC-48 Dedicated Ring Service node location will support one quarter of the port capability of OC48 ring bandwidth. Up to four OC-48 Add/Drop Capability options may be provided at a node with each option supporting one OC-12 port, up to four OC-3 ports, up to 12 DS3 ports, or equivalent combination of OC-3 and DS3 ports.

5.3.8.2 OC-192 Add/Drop Capability

This provides the capability to add/drop lower speed channels from Company OC-192 Dedicated Ring node location via OC-48, OC-48c, OC-12, OC-12c, or OC-3, OC-3c ports. OC-192 Add/Drop Capability at an OC-192 Dedicated Ring Service node location will support up to four OC-48 or OC-48c ports, or up to 16 OC-12 or OC-12c ports, or up to 64 OC-3 or OC-3c ports, or any combination not to exceed 192 STS equivalents.

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SECTION 5. SERVICE DESCRIPTIONS (Cont'd)5.3 Service Descriptions and Technical Specifications (Cont'd)5.3.9 OC-n Add/Drop Multiplexing

An arrangement that allows Company OC-n channel operating at a terminating speed of 155.52 Mbps, 622.08 Mbps, and 2488.32 Mbps, respectively, to add/drop a lower speed channel by using this feature along with the Add/Drop Function as stated below.

OC-3 Add/Drop Multiplexing at a Company wire center will provide the capability to support the full Add/Drop Function capacity of OC-3 Service bandwidth with up to three DS3 Add/Drop Functions or equivalently up to three groups of 28 DS1 Add/Drop Functions.

OC-12 Add/Drop Multiplexing at a Company wire center will provide the capability to support the full Add/Drop Function capacity of OC-12 Service bandwidth with up to four OC-3 Add/Drop Functions or up to 12 DS3 Add/Drop Functions or equivalent combinations of OC-3 and DS3 Add/Drop Functions.

OC-48 Add/Drop Multiplexing at a Company wire center will provide the capability to support one quarter of the Add/Drop Function capacity of OC-48 Service bandwidth. Up to four OC-48 Add/Drop Multiplexing options may be provided with each supporting one OC-12 Add/Drop Function, or up to four OC-3 Add/Drop Functions or up to 12 DS3 Add/Drop Functions or equivalent combination of OC-3 and DS3 Add/Drop Functions.

5.3.10 Customer Provided Equipment

Customer provided terminating equipment such as CSUs, multiplexers, and other terminating equipment may, at the Customer's request, be provided by the Customer, at the Customer's expense. Company makes no guarantees or warranties as to the performance of Customer provided equipment.

SECTION 5 - SERVICE DESCRIPTIONS (Cont'd)5.4 Rate Categories

There are six rate categories that may apply to Company's Services.

5.4.1 Channel Terminations

The Channel Termination Rate Category provides for the communications path between a Customer designated premises, and another Customer designated premises. Included as part of the Channel Termination is a standard channel interface arrangement which defines the technical characteristics associated with the type of facilities to which the Company's service is to be connected, and the type of signaling capability (if any). One channel Termination charge applies per Customer designated premises at which the service is terminated.

5.4.2 Channel Mileage

The Channel Mileage Rate Category provides for the transmission facilities between two or more Customer designated premises. The Channel Mileage Rate Category is not applied to services that are less than one V&H computed mile (as described in Section 5.6 of this Tariff), unless specified. Channel Mileage is portrayed in mileage bands. There are two rates that apply for each band, i.e., a flat rate per band and a rate per mile.

5.4.3 Optional Features and Functions

The Optional Features and Functions Rate Category provides for optional services which may be added to a Company's service to improve its quality or characteristics to meet specific communications requirements. These services are not necessarily identifiable with specific equipment, but rather represent the end result in terms of performance characteristics that may be obtained. These characteristics may be derived using various combinations of equipment.

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SECTION 5 - SERVICE DESCRIPTIONS (Cont'd)**5.4 Rate Categories (Cont'd)****5.4.4 Extraordinary Charges**

From time to time, Customers may request special services not addressed specifically by rate elements in this Tariff, or services to locations that may cause Company to incur extraordinary expenses not contemplated in the provision of standard service offerings. These costs include, but are not limited to:

- Additional construction costs
- Building space rental or rights-of-way costs
- Additional equipment
- Special facilities routing

In these cases, the Customer will be billed additional charges computed on an ICB. Special services not addressed in this Tariff shall be approved by the Commission prior to the provision of such service.

5.4.5 Volume Discounts

Discounts for specified dollar volumes of traffic to a specific location or aggregate dollar volumes may apply, as specified in this Tariff, to Customers that subscribe to substantial volumes of Company's services.

5.4.6 Term Discounts

Customers will be eligible for discounts for executing agreements for services for one to seven years, as specified in this Tariff.

SECTION 5 - SERVICE DESCRIPTIONS (Cont'd)5.5 Application of Rate Elements

The rate categories described in Section 5.4 of this Tariff will be applied as follows:

5.5.1 Point-To-Point Services

- Channel Terminations (when applicable)
- Channel Mileage (when applicable)
- Optional Features and Functions (when applicable)
- Extraordinary Charges (when applicable)
- Volume Discounts (when applicable)
- Term Discounts (when applicable)

5.5.2 Multipoint Services

- Channel Terminations (one per designated Customer location)
- Channel Mileage (when applicable)
- Optional Features and Functions (when applicable)
- Extraordinary Charges (when applicable)
- Volume Discounts (when applicable)
- Term Discounts (when applicable)

5.6 Regulations and Computations of Mileage

Airline mileage, used in connection with determining rates for the Channel Mileage element, is obtained by using the "V" and "H" coordinates assigned to each point as set forth in the National Exchange Carrier Association Tariff FCC No. 4. To determine the airlines distance between any two locations, proceed as follows:

1. Utilize the "V" and "H" coordinates for each Customer designated location.
2. Obtain the difference between the "V" coordinates of each of the locations. Obtain the difference between the "H" coordinates.
3. Square each difference obtained in step 5.6.2 above.
4. Add the square of the "V" difference and the "H" difference obtained in step 3 above.
5. Divide the sum of the square by 10. Round to the next higher whole number if any fraction is obtained.

SECTION 5 - SERVICE DESCRIPTIONS (Cont'd)5.7 Contract Rates - Special Pricing Arrangements - ICB

5.7.1 In lieu of the rates, terms, and conditions set forth in this Tariff, rates and charges, including minimum usage, installation, special construction and recurring charges for Company's services may be established at negotiated rates on an ICB, taking into account the nature of the facilities and services, the costs of construction and operation, the volume of traffic, the length of service commitment by the Customer, and use of facilities by other Customers. Such arrangements shall be considered Special Pricing Arrangements, the terms of which will be set forth in individual Customer contracts, as filed with the Commission. Unless otherwise specified in the individual Customer contract, the terms, conditions, obligations, and regulations set forth in this Tariff shall be incorporated into, and become a part of, said contract, and shall be binding on Company and Customer. In the event of a conflict between the terms and conditions of this Tariff and an individual Customer contract, the terms and conditions from the individual Customer contract shall apply. Specialized rates or charges will be made available to similarly situated customers on a non-discriminatory basis.

5.7.2 In addition to any rate or charge established by the Company, the Customer will also be responsible for any recurring or non-recurring charges imposed by local exchange telephone companies incurred by or on behalf of the Customer in establishing and maintaining service. Such charges may be billed by the Company or directly by the local exchange company, at the Company's option.

5.8 Taxes5.8.1 Sales, Use, and Excise Taxes

In addition to all recurring, non-recurring, usage or special charges, Customer shall also be responsible for and shall pay all applicable federal, state and local sales, use and excise taxes.

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SECTION 5 - SERVICE DESCRIPTIONS (Cont'd)

5.9 Temporary Promotional Programs

The Company may establish temporary promotional programs wherein it may waive or reduce recurring or non-recurring charges, to introduce a present or potential Customer to a service not previously subscribed to by the Customer. Such promotional service offerings will be filed with the Commission for approval, subject to the requirements of applicable law.

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SECTION 6 - RATES AND CHARGES

6.1 General Regulations

6.1.1 Except as specifically indicated, the rates set forth in this section are for private line services where the originating and terminating points are on Company's existing network. In all other situations, special construction charges may apply in order to connect locations to Company's network.

6.1.2 Services may be provided using one, or a combination of rate elements as outlined in this Tariff.

6.1.3 Unless otherwise indicated, rates apply uniformly in all areas served by Company.

6.1.4 Services for which a rate of "NOC" is listed are not offered currently.

6.2 Charges for Changes to Pending Orders, Service Rearrangements and Expedite Charges

From time to time, customers may request changes to pending orders, rearrangements to existing service, and order completion to standard intervals. In these cases, the Customer will be required to reimburse Company for the increased expenses incurred on an ICB.

6.3 Nonrecurring Charge

Nonrecurring charges will be charged on a time and materials basis.

6.4 Special Construction

6.4.1 Basis for Rates and Charges

Rates and charges for special construction will be based on the costs incurred by the Company and may include: (1) nonrecurring type charges; (2) recurring type charges; (3) termination liabilities; or (4) combinations thereof.

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SECTION 6 - RATES AND CHARGES (Cont'd)6.4 Special Construction (Cont'd)6.4.2 Basis for Cost Computation

The costs referred to in Section 6.4.1 may include one or more of the following items to the extent that they are applicable:

- A. cost installed of the facilities to be provided, including estimated costs for the rearrangements of existing facilities. Cost installed includes the cost of:
 - 1. equipment and materials provided or used,
 - 2. engineering, labor and supervision,
 - 3. transportation, and
 - 4. rights-of-way;
- B. cost of maintenance;
- C. depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;
- D. administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;
- E. license preparation, processing and related fees;
- F. tariff preparation, processing and related fees;
- G. any other identifiable costs related to the facilities provided; or
- H. an amount for return and contingencies.

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